



REQUEST FOR PROPOSAL

OSIM INSPECTIONS AND ENGINEERING SERVICES FOR THE ALLAN'S MILL BRIDGE

CONTRACT #2020-PW-004

RFP'S RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca
Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
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BRIDGE
PART "A" – INFORMATION TO BIDDERS**

1. Proposal Timing

The schedule for the proposal anticipates the following milestones:

- Last Day for Addenda: February 26, 2020 at 4:30 p.m.
- RFP Submission (proposals due): February 27, 2020 at 1:00 p.m.

2. RFP Closing

Submissions, sealed in an envelope, clearly marked with the return address label (Form 1, attached), will be received by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, February 27th, 2020.**

Submissions received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

3. RFP Submission

One copy of the **completed Declaration**, Appendix A, shall be submitted. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. RFP's must be submitted, using the Appendix "E" - RFP Label (to be affixed on your RFP Envelope).

The RFP must be legible, written in ink or typewritten. RFP's which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Corporation of Tay Valley Township's ("the Township's") documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

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4. Proposal Validity

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) calendar days, following the closing date for receipt of Proposals.

5. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date at 4:00 p.m.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date at 4:00 p.m.

6. Contract Documents and Order of Precedence

The Contract documents shall consist of all the pages of the RFP documents, issued by the Township, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township' intended use.

7. Addenda

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the total submission price.

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8. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the total price submission.

The quoted price must clearly show the H.S.T. as a separate item from the total price submission.

9. Health and Safety

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- a) Provide a copy of your Company's Health and Safety Policy Statement, dated not later than **2020**, to be submitted with the RFP.
- b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

10. Accessibility

The Bidder shall provide a declaration with the RFP that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "F".

11. Bidder's Checklist

To assist Bidders with completing a response to this RFP, a RFP Checklist is included in Appendix C.

12. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Clerk. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

13. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

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14. RFP Results

Only the names of the Bidders will be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Tay Valley Township for the results and only the names of the Bidders, as read out at the RFP Opening, will be given in the reply. Bid results will be posted on Tay Valley Township's Website at www.tayvalleytwp.ca within 48 business hours of the RFP opening.

15. Submission Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or RFP's presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder address, given the Submission, shall constitute notice of acceptance of the Contract.

16. Insurance

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Township. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.

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- b) The Township shall be added as an additional insured with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.
- g) Broad Form Property Damage.
- h) The policy shall contain a provision for contractual liability – oral and written.
- i) Owner's and Contractor's Protective.
- j) The policy shall provide the Township with 30 days' notice of cancellation or nonrenewal.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$2,000,000 per claim with a \$4,000,000 aggregate. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice to the said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Professional Liability Coverage

The Company's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to Contract commencement.

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The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

17. Indemnification

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Tay Valley Township, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

18. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

19. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

20. Laws and Regulations

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company

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shall be responsible for ensuring similar compliance by its suppliers and sub-contractors.

The Company shall be governed and interpreted in accordance with the laws of the Province of Ontario.

21. Warranty

The Company shall correct at their own expense, any defects in the service. Further, the Company shall provide a name, cell phone number and email address of the assigned personnel that will affect this warranty.

22. Default by Company

If the Company 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 Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township 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 Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

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23. Contract Cancellation

The Township 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. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

24. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Company prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Township reserves the right to reject any or all RFP's and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

25. Payments

The Company shall invoice the Township monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The successful Company will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices shall contain a breakdown of names of employees, sub-contractor hours and rates, hours of work, position, and expenses. The Company shall provide a financial report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

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26. Disbursements

All reasonable and proper expenses incurred by the Company shall be reimbursed without any allowance for overhead and/or profit.

The following costs shall not be reimbursed:

- communication expenses including facsimile, local phone and cellular charges
- standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the Company's proposal)

27. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Township under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township 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, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

28. Optional Contract Extension for Future OSIM Inspections

The Township reserves the option to extend the Contract for additional OSIM Inspections in future years. Any renewal will be based upon quality of service, mutual agreement and price negotiations between the Company and the Township.

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PART "B" – PROJECT INFORMATION**

1. Project Overview

Part A – OSIM Inspections

The Township is requesting proposals from qualified Engineering Consultant's to provide structural inspections in accordance with the Ontario Structure Inspection Manual (OSIM). This RFP covers the inspections of seventeen (17) bridge structures and six (6) structural culverts within the Township that were previously inspected in 2018. The list of the structures is attached in Appendix "D".

The successful company shall also aid the Township with updating the current 10-year Capital Bridge and Culvert Plan.

Part B- Engineering Services for the Allan's Mill Bridge

The Township is requesting proposals from qualified Engineering Consultant's to provide structural engineering and contract administration and construction inspection services for the rehabilitation of the Allan's Mill Bridge.

2. General Scope of Work

The general scope of work for includes:

Part A – OSIM Inspections

- Detailed visual inspection and reporting in accordance with OSIM;
- Calculate Bridge Condition Indices (BCI) for each structure;
- Complete a brief report for each structure (2-page maximum); and,
- Aid with the Township's 10-year Capital Bridge and Culvert Plan.

Part B- Engineering Services for the Allan's Mill Bridge

- Detailed design for the rehabilitation of the Allan's Mill Bridge;
- Engineering services during the Tender Call; and
- Contract Administration and Construction Inspection Services during construction.

3. Background Information

All the structures were last inspected in 2018 and the previously collected data for each structure will be provided to the successful Company. It shall be the sole responsibility of the Company to confirm the data provided is accurate.

The Alan's Mill Bridge is a slab on steel girder bridge located on Allan Mill Road, 0.5 km south of Upper Scotch Line Road. Deck length is 4.8 metres, width of 5.2 metres. The structure accommodates a 4.6-metre-wide asphalt wearing surface and the assumed date of construction is in the 1930's.

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The anticipated work that the Alan's Mill Bridge includes miscellaneous concrete repairs, replacement of the deck, barriers, scour protection, waterproof and pave and new approach guiderails. No existing drawings are available for this structure. A Bridge Evaluation Report, completed by Burgess Engineering Inc. in November 2008, will be provided to the successful Company.

4. Target Completion Dates

The proposed schedule shall include the anticipated start and completion date for each phase and a list of deliverables with submission dates to the Township. All OSIM investigations shall be completed during summer or fall months with the final report being submitted by October 2, 2020 and September 30, 2022.

The detailed design for the Allan's Mill Bridge shall be completed by October 2, 2020. Subject to Township Council approval, the Tender Call for this project is expected to occur in early 2021, with construction occurring in the summer months of 2021.

5. Terms of Reference

Part 'A'- OSIM Inspections will include, but not limited to, the following major tasks:

Phase 1: Data Collection and Review

Phase 2: Site Visit/ Field Inspection

Phase 3: Documentation and Submission of Deliverables

Phase 1: Data Collection and Review

- Develop and implement a Site-Specific Health and Safety Plan and Traffic Control Plan for all field work. Both documents shall be submitted to the Township at least one (1) week prior to the commencement of field work and shall be in accordance with relevant legislation.
- Collect, review and assess all existing data including past inspection reports and Township historical files to confirm the element(s) of each structure and the dimensions of the elements, where possible. Previous inspection reports will not be provided in editable format.

Phase 2: Site Visit/ Field Inspection

- Verify all elements data from the existing inspection records with observations in the field, confirming element types, materials and quantities. The Company shall note any discrepancies and make appropriate amendments as required;
- Carry out detailed visual inspections in the field for all structures, noting all defects and deteriorations in accordance with the procedures and format stipulated in

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OSIM. Provide sufficient and relevant comments for each element to provide a full understanding to the Township of the extent of deterioration and or defects.

- Photographs shall be taken to clearly identify the structure and the condition of all elements of the structure. Digital photos shall be date stamped (year-month-date) and be of quality to clearly show the condition of the element.
- The Township shall be immediately informed of any critical deficiencies or defects, such as unsafe conditions or fatigue cracks, which are discovered during the field inspection.

No Enhanced OSIM inspections are required under this RFP and additional access for structures (i.e. Bridgmaster, boat, etc.) is not required. The Company may use other means (i.e. binoculars) to visually inspect elements that are not easily accessible. All inspection limitations shall be noted in the inspection report.

Phase 3: Documentation and Submission of Deliverables

- Prepare and submit "Draft" OSIM Report, in PDF format, for the Township to review.
- The OSIM Report shall include the following:
 - Individual Summary Report shall include a one (1) page summary of each structure with the following key points:
 - Name of Bridge and asset identification number;
 - Photograph of overall structure;
 - Recommended additional inspections required;
 - Recommended Maintenance work;
 - Recommended Repair and Rehabilitation work, including estimated costs;
 - Bridge Condition Index (BCI).
 - The completed OSIM Structure Inspection Forms and photographs of the structure's elements shall be appended to each structure's summary report.
 - The OSIM Inspection shall also be provided in excel format.
 - An Executive Summary;
 - A list of all bridges and culverts, noting the length, width, number of spans, year constructed and BCI;
 - Maintenance needs summary;
 - Limitations
- The Company shall make the appropriate changes, based on the Township's comments, and resubmit a "Final" report.
- The Company shall also review the Township's current 10-year Capital Bridge and Culvert Plan and provide input based on the current condition of each structure. The current 10-year Capital Bridge and Culvert plan will be provided to the successful Company.

Part 'B'- Engineering Services for the Allan's Mill Bridge will include, but not limited to, the following major tasks:

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Phase 1: Data Collection and Design

- Develop and implement a Site-Specific Health and Safety Plan and Traffic Control Plan for all field work. Both documents shall be submitted to the Township at least one (1) week prior to the commencement of field work and shall be in accordance with relevant legislation;
- Collect, review and assess all existing data including past inspection and evaluation report(s);
- Carry-out topographic survey to facilitate design work;
- Compete Structural Design report that will include, at a minimum, introduction, existing conditions, proposed rehabilitation details, cost estimate, traffic and staging details, utilities and conclusion;
- Prepare draft design documents and submit to Township for review;
- Communicate with appropriate stakeholders and obtain applicable permit(s);
- Finalize design documents. the Company shall submit one (1) hard copy and (1) electronic copy of all reports, memos, drawings and contract documents to the Township; The drawings shall be stamped/sealed and signed by an Engineer registered in the Province of Ontario. Drawings shall be printed on 24"x34".

Phase 2: Tender Call

- Provide part-time engineering services during the Tender call;
- Provide five (5) hard copies of the "Issued for Tender" drawings and specification package to the Township for bidding Contractors. Drawings shall be printed on 24"x34";
- Receive and reply to questions during tendering, including preparation of addenda(s);
- Review tender submittals to ensure all required project documentation (i.e. bonding, insurance, etc.) was provided by the Bidder;
- Prepare a detailed summary of all the Bidders unit prices; and
- Provide a recommendation on the award of the Contract.

For the purpose of this Proposal, please assume a 3-week tendering period and 5-hours of services per week. Remuneration during this phase will be on an hourly basis and hourly rates are to be provided as part of the Company's Proposal.

Phase 3: Contract Administration and Inspection

- Issue "For Construction" drawings and specification package to the Township and the successful Contractor. One (1) hard copy and one (1) PDF version shall be submitted to the Township and two (2) hard copies shall be submitted to the selected Contractor. Drawings shall be printed on 24"x34";
- Chair construction start-up and bi-weekly progress meetings; provide the agenda and the minutes.

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- Take pre-construction photos and provide one (1) copy of all pictures to the Township.
- Advise the Contractor on the design interpretation of the Contract Documents throughout the construction phase of the project and issue supplementary details and instructions during construction as required;
- Promptly advise the Township of any potential errors or omissions during the construction work;
- Review and check working drawings (shop drawings) and proposed construction methods as warranted to ensure the Company's drawings and methods comply with the design specifications and requirements for the project;
- Give consideration and advice in respect to alternatives of construction methods or material proposed by the Contractor and make appropriate recommendations;
- Arrange for the testing and inspection of materials by an authorized testing and inspection company, if required;
- Prepare deficiency list and confirm corrective actions required by the Company;
- Maintain as-built drawings during construction and submit a "final" as-built drawing package to the Township. One (1) hard copy and one (1) PDF copy shall be submitted; and
- Prepare monthly progress payment certificates and reports and submit to the Township;
- Review the company's request for final payment and its compliance to the Ontario Construction Lien Act. Review company's request for payment of maintenance holdback at the end of the maintenance period; and
- Advise on the validity of changes for additions or deletions and issue change orders when directed.

For the purpose of this Proposal, please assume a 8-week construction period and 20-hours (part time) of services per week. Remuneration during this phase will be on an hourly basis and hourly rates are to be provided as part of the Company's Proposal.

The major tasks to be addressed by the successful Company for this project are outlined below. This list should be augmented as required and believed necessary based on the Company's experience and knowledge to provide a complete and well executed project.

Any Proposal submitted that is an exact copy and paste of the tasks noted below will not be evaluated.

6. Project Management

The Company is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Agreement in a timely manner and within budget. Any costs incurred related to project management must be specifically

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identified and distributed across the various tasks in the project. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinating the work of the Company and any Sub-Contractor(s);
- Provide regular and as-requested updates to the Township on the status of the project; and
- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the Township's satisfaction.

7. Project Reporting

Sean Ervin, C.E.T., Public Works Manager, will be the key contact person for this project, once the Contract has been awarded:

Mailing Address: 217 Harper Road
Perth, Ontario K7H 3C6
Telephone: (613) 267-5353 ext. 127
Email: publicworksmanager@tayvalleytwp.ca

8. Major Stakeholders

The following are major stakeholders for this project:

- The Corporation of Tay Valley Township;
- The Corporation of the County of Lanark;
- Rideau Valley Conservation Authority;
- Fisheries and Oceans;
- Local Residents and Communities;
- Student Transportation of Eastern Ontario (STEO);
- Railway Companies;
- Ministry of Transportation, Ontario;
- Ministry of Natural Resources and Forest;
- Canada Post; and
- Hydro One.

Additional stakeholders may be identified during the course of this project.

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PART "C" – PROPOSAL EVALUATION**

1. Submission Instructions

This RFP is to be divided into two components - Proposal and Financial.

The Bidder shall submit, in one sealed package, two (2) hard copies of each component in separate documents. The submissions shall also include one electronic copy, in PDF format, of both components saved as separate files.

Bidders are required to prepare their submission as follows:

Component 1 – Proposal

Shall be a response to Part “B” – Project Information including any appendices, a cover letter and a table of contents. The proposal shall not exceed twelve (12) single-sided letter size pages in a minimum 12-point font including spreadsheets, which can be submitted in 11 x 17 format and shall count as one (1) page. Appendices such as detailed résumés and level of effort tables (excluding prices) may also be included and do not count towards the maximum number of pages. Component 1 shall also include the following as appendices:

1. Appendix “A” – Declaration
2. Appendix “C” – Bidders Checklist
3. Appendix “F” – Accessibility Declaration
4. Health and Safety Policy Statement – 2020
5. WSIB Clearance

Component 2 - Financial

Shall be the Bidder’s financial offer and should correspond with the Bidder’s proposed schedule and each phase of the project. This section shall provide a breakdown of costs for each phase and contain the following:

1. Appendix B – Financial Offer

It is requested that pricing information not be included within Component 1 of the submission.

2. Evaluation and Selection Methodology

Proposals will be evaluated in accordance with the steps identified below. Bidders are required to address each requirement in sufficient depth in their submission to permit a full evaluation of their Proposal. The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFP.

The Township will evaluate the submission solely on the documentation provided as part of the Proposal. References in the submission to additional information not

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PART "C" – PROPOSAL EVALUATION**

submitted as part of the Proposal, such as a website address where additional information can be found, will not be considered in the evaluation of the Proposal.

Assessment of the Proposal submissions will commence after the RFP closing date.

3. Conduct of Evaluation

In conducting its evaluation of Proposals, the Township may, but will not be obligated to do the following:

- Seek clarification or verification from the Bidder regarding any or all information provided by them with respect to this RFP;
- Contact any or all references supplied by the Bidder to verify and validate any information provided by them;
- Request specific information with respect to the Bidder's legal status;
- Conduct a survey of the Bidder's financial capabilities to determine if they are adequate to meet the requirements of this RFP.

Bidders will be given a specific number of days by the Township to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

4. Evaluation Team and Process

An evaluation team comprised of Township staff will review all Proposals received and score the Proposals using a consensus approach in relation to the requirements and points that are identified herein. The Township reserves the right to engage professional external or subject matter experts to assist with the evaluation process.

By submitting a Proposal, the Bidder agrees to be bound by the process set out in this RFP regarding the evaluation of Proposals.

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	70
2	Evaluation of Financial Offers	30
	Total Points Available	100

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PART "C" – PROPOSAL EVALUATION**

The following must be provided in the Proposal for Consideration:

Project Schedule	Pass/Fail
Completed Declaration (Appendix "A")	Pass/Fail
Health and Safety Policy Statement (Part "A" - #10)	Pass/Fail
WSIB Certificate of Clearance (Part "A" - # 10)	Pass/Fail
Accessibility Declaration (Part "A" - # 11)	Pass/Fail
Financial Appendix "B"	Pass/Fail

Step 1 – Evaluation Against Rated Requirements (70 points)

Proposals will be evaluated and scored in accordance with the rated requirements of this RFP and the following Scoring Guide:

Detailed Work Plan Evaluation	Point Allocation
Firm’s Qualifications and Experience on Similar Assignments.	5
Project Team’s Experience	10
Project Understanding	10
Work Plan, Methodology and Quality Assurance Plan	35
Project Schedule	10
TOTAL:	70

Bidders are required to achieve a minimum of 49.0 (70%) on the overall rated requirements. Failure to achieve the minimum score will render a Proposal non-responsive and will be given no further consideration.

Step 2 – Evaluation of Financial Proposals (30 points)

Only Proposals meeting all the requirements detailed in Step 1 will be considered at this point.

Proposals will be evaluated for the “Proposal Fee” portion based on the following:

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The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the portion of the evaluation by the following:

$$\text{Awarded Price Points} = \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)}$$

For example: if the low fee is \$100,000, 2nd low fee is \$120,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

- a) The Bidder with the low fee of \$100,000 would be awarded 30 Points.
- b) The Bidder with the 2nd low fee of \$120,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$120,000} \right) \times 30 \\ &= 25 \end{aligned}$$

- c) The Bidder with the 3rd low fee of \$200,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left(\frac{\$100,000}{\$200,000} \right) \times 30 \\ &= 15 \end{aligned}$$

- d) This formula would be applied to the balance of proposals received.

Step 3 – Due Diligence

The Township, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proposal. The Township may seek clarification of any of the elements contained in the Proposal and contact the project references in order to confirm the information provided. Bidders are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase shall not be given any further consideration.

Bidders may be required, and shall diligently do so if requested by the Township, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within 48 hours of such notice given by the Township.

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Step 4 – Selection of Successful Bidder

The evaluation team intends to recommend Proposals for authorization on the basis of “best value” to the Township, as determined by Proposals having met and passed all the preceding steps, meaning:

- achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold, as outlined in Step 1;
- have passed the Financial Offer evaluation, as outlined in Step 2;
- scored the highest awarded points after adding the points awarded in Step 1 to the points awarded in Step 2 and,
- have passed the Due Diligence evaluation, as outlined in Step 3.

Step 5 – Award

Following the selection of a Successful Company, authorization of the Contract will be made in accordance with the provisions of the Township’s procurement Policy.

Step 6 – Debriefing

Bidders are entitled to request a debriefing from the Township of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Manager following Step 5 of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Bidder. A debriefing session will only involve a review of how the Township considered and evaluated a particular Bidder’s Proposal and will not include disclosure of any aspects of the Township evaluation of other Proposals received from other Bidders.

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 APPENDIX "A" – DECLARATION**

1. I, _____, of _____,
DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal 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 connections, 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 member of the Township Council, or any Officer of The Corporation of Tay Valley Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal 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 for the prices stated.
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 Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township 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 Proposal by the Township shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Township the difference between this Request for Proposal and any greater sum which the said Township 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 Township 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.
10. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

 Witness

 Signature

 Date

 Name of Company

 E-mail Address

 Address

 Name of Signing Authority for
 Contract (Please print)

 Telephone

**THE CORPORATION OF TAY VALLEY TOWNSHIP
OSIM INSPECTIONS AND ENGINEERING SERVICES FOR THE ALLAN'S MILL BRIDGE
APPENDIX "B" – FINANCIAL**

The Bidder offers to provide the services noted within this Proposal package and identified tasks, and as further detailed in the Company's proposal, to the acceptance of the Township for the following Upset Cost Limit.

Part A - OSIM INSPECTIONS			
ITEM	Professional Fees	Disbursements	Total Cost (excluding HST)
2020 OSIM Inspections	\$ _____	\$ _____	\$ _____
2022 OSIM Inspections	\$ _____	\$ _____	\$ _____
SUBTOTAL (A)			\$ _____
PART B - ENGINEERING SERVICES FOR THE ALLAN'S MILL BRIDGE			
Phase:	Professional Fees	Disbursements	Total Cost (excluding HST)
Phase 1	\$ _____	\$ _____	\$ _____
Phase 2 (2021)	\$ _____	\$ _____	\$ _____
Phase 3 (2021)	\$ _____	\$ _____	\$ _____
SUBTOTAL (B)			\$ _____
TOTAL PROPOSAL PRICE (A+B)			\$ _____

In addition to this summary, the Bidder is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classifications.

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REQUEST FOR PROPOSAL
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MILL BRIDGE**

APPENDIX "C" – BIDDERS CHECKLIST

To be submitted as part of the RFP.

- 1. Completed Declaration (Appendix "A")
- 2. 2020 Health and Safety Policy Statement – Part "A" (#9)
- 3. WSIB Certificate of Clearance – Part "A" (#9)
- 4. Accessibility Declaration – Part "A"/Appendix "F" (#10)

To be submitted upon Contract award.

- 1. Insurance Requirements – Part "A" (#16)
- 2. Electronic Funds Transfer Paperwork – Part "A" (#24)

**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
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APPENDIX "D" – LIST OF STRUCTURES

Bridge List							
ID	Name	Length	Width	Span	Year Constructed	Latitude	Longitude
15-050	Ennis Road Bridge	13.0	10.9	1	2010	44.9492	-76.4091
15-051	Anderson Road Bridge	12.0	4.9	1	1956	44.9504	-76.4021
15-070	Munro Road Fall River Bridge	9.8	5.5	1	1979	44.8269	-76.5555
15-072	Bolingbroke Bridge	37.0	5.7	3	1930	44.9597	-76.5196
15-075	Doran Road Fall River Bridge	16.2	6.5	1	1970	44.8682	-76.4841
15-076	Gamble's Side Road Bridge	8.5	6.9	1	1950	44.8701	-76.3744
15-087	Second Line Road Bridge	13.2	8.2	1	1965	44.8267	-76.3728
15-088	Menzies Bridge	10.5	8.5	1	2002	44.8350	-76.3514
15-089	Upper Scotch Line Road Bridge	18.6	8.3	2	1990	44.8216	-76.3514
15-090	Upper Scotch Line Road Bridge	18.2	8.2	1	1974	44.8284	-76.3404
15-091	Noonan's Side Road Bridge	10.0	9.1	1	1967	44.8415	-76.3346
15-092	Adam's Mill Bridge	13.7	9.8	1	1985	44.8426	-76.3402
15-093	Bowes Side Road Bridge	13.2	7.0	1	1940	44.8609	-76.3151
15-094	Glen Tay Road Bridge	18.8	9.8	1	1979	44.8762	-76.3038
15-095	Upper Scotch Line Road Bridge	15.9	6.8	1	1955	44.8506	-76.3056
15-139	Haughian's Bridge	7.9	6.0	1	1950	44.7493	-76.2760
15-A01	Allan's Mill Road Bridge	4.8	5.2	1	1930	44.8365	-76.3176
Culvert List							
ID	Name	Length	Width	Cells	Year Constructed	Latitude	Longitude
C15-048	Hunter Side Road Culvert	11.3	3.1	1	1985	44.9576	-76.4100
C15-096	Glen Tay Road Open Footing Culvert	15.3	8.3	1	1956	44.8696	-76.2920
C15-A02	Anglican Church Road Culvert	12.8	4.9	1	1932	44.8658	-76.4165
C15-A03	Doran Road Culvert	30.0	3.7	1	1956	44.8583	-76.4337
C15-A04	9 th Concession Road Culvert	14.0	5.1	1	1975	44.9454	-76.3625
Found 1	Upper Scotch Line Culvert	17.2	3.5	1	2018	44.8321	-76.3346

**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
OSIM BRIDGES AND STRUCTURAL CULVERTS INSPECTIONS**

APPENDIX "E" – RFP LABEL

To help identify your RFP, please **cut out the label below and affix this label to the outside of your RFP Envelope:**

THE CORPORATION OF TAY VALLEY TOWNSHIP REQUEST FOR PROPOSAL OSIM BRIDGES AND STRUCTURAL CULVERTS INSPECTIONS	
The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2020-PW-004	1:00 PM February 27th, 2020
YOUR COMPANY'S NAME AND ADDRESS: 	



Use the above label for your envelope when you submit your RFP Document.

THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PROPOSAL
OSIM BRIDGES AND STRUCTURAL CULVERTS INSPECTIONS

APPENDIX "F"

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]