



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

REQUESTS FOR PROPOSALS

2024-11

Installation of Bird Netting/Mesh at Outdoor Arena
located at 701 Hwy 124, McKellar, ON

Sealed Tenders, clearly marked
RFP – 2024-11
will be received by the undersigned
until 2:00 p.m.
on Friday, June 21, 2024

Lowest or any Proposal not necessarily accepted.

Thomas Stoneman, Project Administrator
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
roads@mckellar.ca

Please Note: Prior to submitting a Proposal, further information may be obtained by contacting Thomas Stoneman, Project Administrator at roads@mckellar.ca

Accessible Formats and Communication Supports Are Available, Upon Request



TOWNSHIP OF MCKELLAR
REQUEST FOR PROPOSAL (RFP)
ARENA BIRD NETTING
RFP 2024-11

Submission Form

Contractor: _____

Address: _____

Telephone: _____ Email: _____

Contact Person: _____

Description of Work:

Deliver a comprehensive solution encompassing the provision of supplies, machinery, materials, contracting, and construction services essential for installing bird netting or mesh material, aimed at safeguarding the outdoor arena situated at 701 Highway 124, McKellar, ON, from bird intrusion.

Location: Township of McKellar Arena, 701 Hwy 124, McKellar, ON P0G 1C0

Subtotal \$ _____

H.S.T. \$ _____

TOTAL CONTRACT PRICE: \$ _____

The contractor is required to provide the Township with proof of insurance in the amount of \$2,000,000.00, and is responsible for all issues relating to WSIB, insurance etc. for their employees with relation to this contract.

By signing below, I acknowledge that I have read and understand this Request for Proposal **2024-11** and I agree to abide by the terms and conditions contained here-in.

Authorized Signature: _____

Name: _____ (Please Print or Type)

Date: _____

Witness: _____

Date: _____

*Note that this submission form is not transferable and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the RFP.

TOWNSHIP CONTACTS AND ADMINISTRATION

Any questions or any additional information contact:

Thomas Stoneman
Project Administrator
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, Ontario P0G 1C0
Email: roads@mckellar.ca
Fax: (705) 389-1244

REQUEST FOR PROPOSAL CLOSING

Date of Closing

RFP submissions can be made until June 21, 2024 at 2:00 PM. RFP submissions received after this date will not be given consideration and returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Package Submission Process

RFP packages shall be submitted by June 21, 2024 at 2:00 PM. in a closed and sealed envelope clearly marked as to contents "Arena Bird Netting RFP 2024-11", to:

Thomas Stoneman
Project Administrator
Township of McKellar
701 Highway 124
P.O Box 69
McKellar, Ontario
P0G 1C0

*Please note that the lowest or any proposal may not necessarily be accepted.



TOWNSHIP OF MCKELLAR
REQUEST FOR PROPOSAL (RFP)
ARENA BIRD NETTING
RFP 2024-11

PROJECT SUMMARY

Deliver a comprehensive solution encompassing the provision of supplies, machinery, materials, contracting, and construction services essential for installing bird netting or mesh material, aimed at safeguarding the outdoor arena situated at 701 Highway 124, McKellar, ON, from bird intrusion. **(See project deliverables)**

PROPERTY DESCRIPTION

Township of McKellar Arena
701 Highway 124
McKellar, ON P0G 1C0

PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until June 21, 2024 at 2:00 PM local time. Any proposals received after this date and time will be returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

A site visit is strongly encouraged as no measurements or plans will be circulated. Site visits can occur at any time outside the days of Mondays, Wednesdays and Fridays from 9:00 a.m. to 12:00 p.m. and Thursday 7:00 p.m. to 9:00 p.m.

All costs must be itemized to include an explanation of all fees and costs.

All prices quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, and HST shall be extra where applicable.

Proponents agree to prepare and submit bids at their own cost. The Township of McKellar is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the RFP. All such costs shall be the Proponent's sole responsibility.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. Proponents are to supply the names of three clients with whom they have performed or are performing similar projects.

All proposals received must remain valid for acceptance up to 90 days beyond the closing date. Should there be any discrepancies or omissions in the proposal document, or any doubt as to its meaning, inquiries should be made in writing to:

Thomas Stoneman
Project Administrator
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, ON P0G 1C0

Phone: (705) 773-9001 Fax: (705) 389-1244 Email: roads@mckellar.ca

If a correction, explanation, or interpretation is deemed necessary or desirable, a written addendum will be issued to all proponents. Proponents should notify Thomas Stoneman in writing that they have taken this RFP in order to receive any addendums issued. A Site meeting, if required, can be arranged with the Project Administrator.

PROJECT DELIVERABLES

Scope of Work: Define the specific areas of the arena where bird netting will be installed, including any special requirements or considerations.

Technical Specifications: Detail the type of bird netting required, such as material, mesh size, color, and dimensions. Include any necessary hardware like poles, cables, or fasteners.

Installation Plan: Provide a detailed plan for how the bird netting will be installed, including timelines, milestones, and any potential disruptions to arena activities.

Safety Measures: Outline safety protocols and measures that will be implemented during the installation process to ensure the safety of workers and arena occupants.

Cost Estimate: Include a breakdown of all costs associated with the project, such as materials, labor, equipment rental, permits, and any other expenses.

Timeline: Provide a timeline for the entire project, including key dates such as start date, completion date, and any interim deadlines for approvals or inspections.

Warranty and Maintenance: Outline any warranties or guarantees on the materials and workmanship, as well as expectations for ongoing maintenance of the bird netting.

PROJECT SCHEDULE

The project timeline is to be negotiated with the Township so that it does not conflict with arena bookings. The project must be completed within 2-3 weeks from the start of the project.

COMPLETION DEFINITION

This project will be deemed to be complete upon final inspection of the completed project by the Township's Project Administrator, with all deficiencies resolved to the satisfaction of the Township of McKellar prior to the release of final project payment.

TIME LIMITATIONS

The start and end dates of the project need to be clearly specified as a commitment by the applicant.

PERMITS AND APPROVALS

The contractor will be responsible for all applicable permits (including costs), and arranging for inspections. The successful contractor shall provide detailed drawings of proposed work.

CONTRACT

The successful contractor will be required to enter into an agreement with the Township of McKellar. Prior to the commencement of the project, contractors must provide the Township with proof of valid, current WSIB coverage, and liability insurance, both of which must remain valid for the duration of the contract.

SUBMISSION CHECKLIST

- Proposed project plan
- WSIB Certificate
- Proof of liability insurance
- Commencement and completion dates
- Proposal signed (sealed) by company rep.
- Project cost clearly specified and itemized

REFERENCES

Client 1

Name: _____ Phone: _____

Scope of Work: _____

Contract \$ Amount: _____ Term: _____

Client 2

Name: _____ Phone: _____

Scope of Work: _____

Contract \$ Amount: _____ Term: _____

Client 3

Name: _____ Phone: _____

Scope of Work: _____

Contract \$ Amount: _____ Term: _____

GENERAL CONDITIONS

Interpretation

In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

Status of the Contractor

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township of McKellar.

Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work.

Subcontracting

Unless otherwise provided in the Contract and RFP, the Contractor shall obtain the consent of the Township of McKellar or designate in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.

Time of the Essence

Time is of the essence of the Contract.

Inspection of the Work

The Work and any and all parts thereof shall be subject to inspection and acceptance by the Township of McKellar staff.

Infringement

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township of McKellar, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

Indemnification

The Contractor shall indemnify and save harmless the Township of McKellar from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

Payment

Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later. All payments will be in full compliance with the provisions of The *Construction Lien Act*.

Conflict of Interest

All firms are required to disclose to the Township of McKellar prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township of McKellar may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:

1. Refuse the new assignment, OR
2. Take such steps as are necessary to remove the conflict of interest.

Fraud or Bribery

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township of McKellar, or to commit fraud against the Township of McKellar, the Township shall be at liberty to declare the RFP void forthwith.