



The Corporation of The Township of Assiginack

Request for Proposal

RURAL PARKS AND PROPERTIES MAINTENANCE

NO.2024-01

Sealed envelopes to be marked "PARKS"

ISSUE DATE: Monday, October 21, 2024

PROPOSAL QUESTIONS REQUIRED BY: Monday, November 25, 2024 - Noon

PROPOSAL SUBMISSION DEADLINE: Monday, December 02, 2024, 4:00pm EST

PROPOSAL SUBMISSION TO:

The Township of Assiginack

156 Arthur Street

P.O. Box 238

Manitowaning, ON P0P 1N0

ATTN: Ron Cooper, Public Works Superintendent

LOWEST OR ANY REQUEST FOR PROPOSAL NOT NECESSARILY ACCEPTED

FAXED or EMAILED PROPOSALS ARE NOT ACCEPTABLE

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Section A: General Information

1. Scope of Proposals

The Corporation of the Township of Assiginack seeks proposals from individuals or businesses, hereafter called the "Contractor," to provide maintenance for locations as herein specified as "Parks" and as described in Schedule "A" and Schedule "B" attached, as represented by the Township of Assiginack, hereafter called "Township."

The following terms and conditions are required by the Contractor:

2. Equipment & Requirements

The interested parties shall view the various sites on their own time prior to completing the proposal to fully acknowledge the scope of work. The potential Contractor shall provide materials and equipment pertinent to the work including, but not limited to: Cleaners, disinfectants, garbage bags, toilet paper and toilet chemical, lawn mowers, weed trimmers and truck of capacity and condition capable of satisfying the requirements of this agreement. The contractor shall provide, and keep current, a listing of equipment used.

3. Terms of this Request for Proposals

The Terms of Reference for this Project are set out in Section B of this document and the requirements are set forth in Section C. All sections of this document combined comprise the Request for Proposal to action on the Maintenance of Parks within the Township of Assiginack.

4. Questions and Clarifications

All questions pertaining to the matters in this RFP shall be directed in the following manner:

- a) Submitted via email to the Public Works Superintendent, Ron Cooper at assignackroads@gmail.com
- b) Questions shall be submitted by 12:00 pm (noon) on November 25, 2024
- c) Answers to all qualifying questions will be emailed to those posing the questions and will also be posted on the Township's website www.assignack.ca the following Friday, by 4:00pm.

5. Addenda

No Officer, Agent or Employee of the Township of Assiginack is authorized to alter orally any portion of the document.

A Purchase Order Number will not be issued to a successful bidder unless all required documentation has been submitted and is confirmed to be in order.

No information given orally by the Township of Assiginack staff or members of Council by means of telephone will be binding nor will it be so construed as to change the requirements of this Proposal in any way.

The Township may choose to issue an addenda to provide clarification or additional information to interested parties. The Addenda will be distributed to all who have submitted questions and will be posted to the Township's website. The information will be distributed to the contact information provided, therefore the onus is on interested parties to ensure the Township has correct contact information. It is the Contractor's ultimate responsibility to ensure they have received all addenda.

6. Freedom of Information

Any personal information required on the Submission Form is received under the authority of Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the proposal submission.

All written Submissions received by the Township will become public record, once a Submission is accepted by the Township of Assiginack and a contract is signed, all information contained in them is available to the public, including personal information. Consultants are reminded to clearly identify in their Submission material, any specific, scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which would cause them injury or damage.

Questions about the collection of personal information and Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, M.56, as amended,

should direct all enquires to Alton Hobbs, CAO, Township of Assiginack at ahobbs@assiginack.ca.

Section B: Terms of Reference

1. Context & Purpose

The Corporation of the Township of Assiginack seeks proposals from hard working and dedicated Contractors to maintain the various parks and properties as outlined herein, to the highest of standards and proficiency.

2. Project Area

There are multiple areas for servicing under this agreement within the Township of Assiginack. They are High Falls, Sucker Lake Park, McLean's Park, Roger's Creek Boat Launch and Park, Garbage collection at various sites and various locations to maintain the grass cutting, further outlined in Schedules attached.

3. Scope of Work

The contractual arrangement is from January 1, 2025, for three consecutive calendar years. The **type of services** to be performed by the contractor at each location on Schedule A are as follows:

- a. Initial Spring Clean,
- b. Regularly clean-up trash, debris (including branches and leaves) and remove garbage as required – all year long,
- c. Regularly clean, stock and disinfect all washroom facilities,
- d. Grass cutting as required – May to end of October, and
- e. Winter closing of washroom facilities.

The **level of service**, for the same, to be provided by the Contractor is as follows:

- f. All papers and other refuse shall be picked up as often as necessary to ensure that the park areas are kept in a neat and tidy condition satisfactory to the Township. All litter is to be picked up prior to mowing.

- g. The garbage is to be removed as often as required all year long and must not be permitted to accumulate to a volume greater than that of any container. Garbage in volumes greater than that of each container shall be removed within 24 hours of being notified of the excess volume. From all locations outlined in the Schedules attached.
- h. Grass and weeds in the areas described in Schedules A & B shall be cut before they exceed ten (10) centimeters in height. The height of grass after cutting shall not be less than five (5) centimeters during the months of May through to the end of October.
- i. Picnic tables or any other equipment or fixtures shall be replaced in their proper position if they are moved by the Contractor or otherwise moved.
- j. Damage to picnic tables, trees, privies, buildings, or other property shall be reported to the Township on a form submitted on a weekly basis or in the case of severe damage, as soon as possible.
- k. The washrooms are to be inspected, stocked and serviced as often as required to maintain a clean and sanitary condition satisfactory to the Township for the months of May to end of October.
- l. Stock products are the responsibility of the contractor, the contractor shall receive and remit for the invoice(s) for such items.
- m. Servicing of full holding tanks is the responsibility of the contractor, if a third party is utilized, the contractor shall receive and remit for the invoice(s) for such services.
- n. All interior surfaces of the washrooms are to be cleaned and disinfected regularly and as required, especially the toilet seat and interiors of bowls. Required repairs or operational deficiencies shall be reported to the Township as soon as possible.
- o. The upper holding tank flush tests must be completed for all units in facilities equipped with them. The holding tanks shall be drained into the main holding tank, recharged with 25 gallons of water **and** sufficient chemical added, according to the following schedule:
 - i. May, June, September, and October – Bi-weekly
 - ii. July and August - weekly

Section C: Request for Proposal (RFP) Procedures

1. All inquiries concerning the RFP shall be prior to posted questioning date and time and shall be directed to:

Township of Assiginack
c/o Ron Cooper
Box 238, 156 Arthur Street
Manitowaning, ON., P0P 1N0
assignackroads@gmail.com (to inquire only)
(705) 859-3780 – MUNICIPAL GARAGE

2. Acceptance notification will be by telephone and written form of notice to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor. A proposal may be voided by superseding it with a later proposal letter of withdrawal, prior to the closing date and time.

3. BASIS OF REJECTION OF PROPOSAL

Proposals not confirming to the following requirements will be disqualified:

- a) Proposal must be legible, in permanent ink, by typewriter or by printer.
- b) Proposal must be in possession of the Municipality by the closing date and time
- c) Proposal must be on the municipal bid form provided
- d) Proposal must be signed and sealed by an authorized official of the bidding organization. A joint Proposal must be signed and sealed by each company
- e) All items must be bid
- f) Proposal must not be restricted or modified in any way.

4. BASIS OF PAYMENT

The Contractor shall be required to remit to the Township of Assiginack, invoices for the monthly services. The terms of payment are net-30-days from the receipt of the invoice.

Payment shall be full compensation for all costs of labour, equipment, supplies and services provided by, or on behalf of, the Contractor. Only when the Township of Assiginack is satisfied that the sites are tidy will the payment of the final account be authorized.

5. CONTRACTORS TO INVESTIGATE

Contractors must satisfy themselves by personal examination of the Township requirements and site to assess the methods and general requirements of the work.

6. GOODS AND SERVICES TAX

Proposal Unit and / or lump sum pricing shall not include the Harmonized Sales Tax. If HST is not identified separately they shall be deemed to be included in the quoted price.

7. CONTRACTORS EXPERIENCE, ABILITY, CAPITAL, AND PLANT

The Township expects that all Contractors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to prosecute and complete the contract successfully. The first portion of the form has a space designated to be completed with such information. The Township reserves the right in its sole judgement to determine if the Contractor has sufficient skill, resources and adequate equipment to fulfill the expectations. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

The Contractor shall abide by all Acts such as Environmental Protection Act, Highway Traffic Act, Municipal By-laws, and regulations relative to the scope of work.

8. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Public Works Superintendent, damage is being done or is likely to be done to any highway, roadway, properties or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of Public Works Superintendent, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Superintendent.

9. SPILLS REPORTING

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall for with be reported to the Public Works Superintendent. Such spills or discharges and their adverse side effects shall be as defined in the Environmental Protection Act R.S.O. 1990.

10. INSURANCE REQUIREMENTS

The Contractor covenants and agrees to indemnify and save harmless the Township from and against any and all claims for loss, costs, damages, and or compensation and legal expenses the Township may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance in an amount not less than two million dollars (\$2,000,000.00) per incident, naming the Township of Assiginack as an additional named insured and containing a cross-liability endorsement. The Contractor shall maintain a policy of Motor Vehicle Liability Insurance for both owned and non-owned licenced vehicles having limits not less than one million (\$1,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor understands and agrees that they, or anyone hired by them, are not covered by the Township under Workplace Safety and Insurance Act, and the Contractor shall be responsible for and shall pay all dues and assessments payable under the Workplace Safety and Insurance Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal in respect of themselves, their employees, and operations and shall furnish upon request of the Township with satisfactory evidence that they have complied with the provisions of the Act(s).

The contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage and clearance certificate.

Failure to provide either proof shall result in the cancellation of the contract.

11. DEFAULT BY CONTRACTOR

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any case, the Township may terminate the contract without notice.

If the Contractor 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 of the relevant authorities relating to the work; or fails to prosecute the work with the required skill and diligence; or assigns/sublets the contract or any portion of thereof without the Townships written consent; or refuses to correct defective work; or is otherwise in default of carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case the Township may terminate the contract upon expiration of ten (10) days from the date of written notice to the Contractor.

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

If the Township terminates the contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means deemed appropriate under the circumstances;
- Withhold any payment to the Contractor until its liability to the Township is ascertained;
- Recover from the Contractor any loss, damage, and / or expense incurred by the Township by reason of the Contractor's default, which may be deducted from any monies due or becoming due to the Contractor, and any other balance to be paid by the Contractor to the Township.
- And reserves the right to declare the Contractor ineligible to bid on any Township work for a 12-month period.

12. CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred for labour, materials, or services used or reasonably required for use in the performance of this contract on the date upon which each becomes due. The Contractor shall furnish the Township with a Statutory Declaration providing confirmation that his liabilities and those of the Subcontractors, as aforementioned, have been discharged and this shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing in the books of the board.

No payment to which the Contractor is otherwise entitled under this contract shall be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Township may, in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his surety, withhold payment of the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

13. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall execute the terms of the contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 1990, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be.

Worker safety is given first priority in planning, pricing and performing the work. Its officers and supervisory employees have a working knowledge of the duties of a Contractor and Employer under the Act and provisions of the Regulations applicable to the work, and a personal commitment to comply with them. Workers employed to carry out the work possess the knowledge, skills and protective devices required by law or recommend for use by a recognized industry association to allow them to work in safety; Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers.

All Subcontractors employed by the Contractor to perform part of the work, and their employees are properly protected from injury while carrying out their associated duties. The Contractor shall cooperate with the representatives of the Township and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Contractor shall identify and save the Township from any additional expense which may be incurred to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

Section D. REQUEST FOR PROPOSAL FORM

To aid the Township in determining the responsibility of each Contractor, the following statements are required as part of the Request for Proposal Form:

Name:	
Address:	
Email:	
Telephone:	

a. STATEMENT "A" – CONTRACTOR'S EXPERIENCE FOR REFERENCE

Stating the Contractor's experience in similar work that was successfully completed.
1.
2.
3.

b. STATEMENT "B" – LIST OF SUB-CONTRACTORS

Giving the name and address of each proposed Subcontractor used in making up the Proposal and shall state the portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet.
1.
2.
3.

c. STATEMENT "C" – LIST OF SUPPLIERS

1.
2.
3.

d. STATEMENT "D" – LIST OF EQUIPMENT

1.
2.
3.
4.

e. ATTACHMENTS TO PROPOSAL AT TIME OF SUBMISSION

<input type="checkbox"/> WSIB CLEARANCE CERTIFICATE	<input type="checkbox"/>
<input type="checkbox"/> MOTOR VEHICLE INSURANCE	<input type="checkbox"/>
<input type="checkbox"/> GENERAL COMPREHENSIVE INSURANCE	<input type="checkbox"/>

REQUEST FOR PROPOSAL FORM (continued)

To provide all servicing as outlined for this Parks & Maintenance contract.		
JANUARY, FEBRUARY, MARCH, APRIL	\$	X4 \$
MAY, JUNE, SEPTEMBER, OCTOBER	\$	X4 \$
JULY, AUGUST	\$	X2 \$
NOVEMBER, DECEMBER	\$	X2 \$
Estimated Year One:		\$
Estimated Year Two:		\$
Estimated Year Three:		\$
Estimated CONTRACT AMOUNT:		\$
HST ACCOUNT#:	HST:	\$
Total Estimated Proposal:		\$

I / We of _____ agree that this offer shall remain open for acceptance until the formal Contract is executed by the successful Contractor for the said opening, whichever event first occurs; and that the Township may, at any time within that period and without notice, accept this Proposal whether any other RFP has previously been accepted or not.

I / We agree that the full scope of the work has been accounted for in this proposal.

I / We agree that the awarding of the Contract, based on this RFP, by the council of the Township of Assiginack shall constitute acceptance.

I / We hereby agree that notification of acceptance of this RFP shall be in writing and may be sent by prepaid post. If sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of the notification.

Name of the Signing Authority for the Contractor:

_____ (Please Print)

_____ (Position)

_____ Signature of Authority for Contractor

_____ Witness Signature

_____ Witness Print



Schedule A Rural Parks and Properties Listing

- 1) High Falls (Highway #6)
- 2) Sucker Lake Park (Sucker Lake Road)
- 3) McLean's Park (New England Road)
- 4) Roger's Creek Boat Launch & Park (Roger's Creek Road)
- 5) River Road Marina, Boat Launch & Beach (on Bay Street)
- 6) Manitowaning Garbage Collection

NOTE: As per Subsection B.3 – Scope of work, all Locations will require:

- a) Initial Spring Clean in May,
- b) Regularly clean-up trash, debris (including branches and leaves) and remove garbage as required – all year round,
- c) Regularly clean, stock and disinfect washroom facilities – May to end of October,
- d) Grass cutting as required May to end of October, and
- e) Winter closing of washrooms in October.

(See Section B for full details.)

Schedule B Rural Parks and Properties Map

