



SEALED PROPOSALS FOR STEEL SHEET PILES WILL BE RECEIVED BY:

The Corporation of the Municipality of Powassan
250 Clark Street, PO Box 250
POWASSAN, ON, P0H 1Z0

REQUEST FOR PROPOSAL NUMBER: 2021-04

STEEL SHEET PILES

TENDER CLOSING DATE AND TIME: 10:00 A.M. LOCAL TIME July 29, 2021

TENDER OPENING TIME: 10:05 A.M. LOCAL TIME July 29, 2021
To be awarded at the council meeting of
August 3, 2021

QUOTE FOR: Supply, haul, and deliver steel sheet piles and
sheet pile protectors.

**This complete proposal package must be submitted in a sealed envelope, clearly
marked "STEEL SHEET PILES RFP: 2021-04"
LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED**

Location Of Work:

The delivery of steel sheet piles shall be Maple Hill Road, in the Municipality of Powassan. The exact location of delivery on Maple Hill Road, shall be determined and coordinated with the Municipality following the successful award of the contract.

Schedule of Contract Documents:

1. The following information for bidders
2. The following Special Provisions
3. Bid Form
4. Standards OPSS.MUNI 100, CSA (Canadian Standards Association) or ASTM (American Society for Testing & Materials), Highway Traffic Act (These forms are not attached hereto)

General Information:

All inquiries concerning the proposal, prior to proposal closing shall be directed to:

Codey Munshaw, Public Works Engineer
Municipality of Powassan
Box 250, 250 Clark Street, Powassan ON P0H 1Z0
Telephone 724-2813 ext. 202 or 705-491-1749/Fax 724-5533
Email: cmunshaw@powassan.net

For the purpose of this document a company providing materials for the Municipality of Powassan, will hereby be referred to as a "Service Provider".

The Service Provider shall contact the above designated municipal employee for all matters related to the bidding process. The Municipality of Powassan will not be liable for any and all information the Service Provider receives from other Municipal employees, council members, and/or other parties.

The Service Provider will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before RFP closure. In light of the COVID-19 pandemic, the Municipality will also accept proposals via. email (in PDF format **only**) at cmunshaw@powassan.net, or by fax at 705-724-5533. We encourage all interested parties to use these alternative submission methods.

A Service Provider may amend their proposal at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post RFP closure. A proposal may be voided by superseding it with a later proposal or letter of withdrawal, prior to the closing date and time.

Any and all RFP's that are received after the quote closing date/time, will be rejected by the Municipality. Any and all unsigned proposals will be deemed unacceptable, and will be rejected by the Municipality.

Notification of Acceptance of proposal will be by telephone and written form of notice, to the address of the Service Provider used on the bid forms. The Date of Acceptance shall be deemed to be the date the Service Provider receives the Notification of Acceptance.

Due to the COVID-19 precautions taken by the Municipality, the proposal opening process will **not** be open to the public. The bid results will be posted on the Municipal website following the Proposal opening.

Project Details:

The work shall consist of the supply, and delivery of approximately 248 tonnes of hot rolled steel sheet piles and sheet pile tip protectors to Maple Hill Road (exact address is to be confirmed), together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the contract documents.

The Service Provider shall propose a timeline for when the materials shall be delivered on-site, in the proposed timeline portion of this proposal. Due to restricted work zones, the single truck deliveries of sheet pile materials to the site, may be encourage by the Municipality.

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price. Any and all changes to quantities shall be approved by the Public Works Engineer.

For the unit price bid, the Service Provider shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public, and shall provide all necessary labour, equipment, tools and other things necessary to complete the work.

The work shall be completed during daylight hours only.

Measurement for payment shall be made in total units of material provided, at the unit bid price listed in this proposal.

Performance Evaluation:

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

If the work is **not** completed by the proposed timeline date, or by an amended date allowed by an approved extension of time, then the Service Provider agrees to pay the Municipality a sum of **\$200.00** per calendar day, for each day's delay in finishing the work, as liquidated damages.

Provisional Items:

Items of work that may be required, but the exact requirements of which will depend on budget compatibility, are shown as "Provisional Items". These quantities are anticipated to vary to suit the Municipal budget, or may not be used at all. The Service Provider shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items

are reduced or deleted altogether.

Quality Control:

Upon receiving steel sheet piles on site, the Public Works Engineer shall inspect each sheet pile with the Maple Hill Road general contractor. Should the Public Works Engineer find any sheet pile that are damaged and unsuitable for installation, the Service Provider shall replace the damaged sheet piles at no additional cost to the Municipality. The Service Provider shall be provided with pictures of these damaged sheet piles.

Proposed Timelines:

I the Service Provider propose to start this project on: _____, and anticipate to complete all work as required in this RFP by: _____.

The Service Provider may also submit a detailed breakdown of their proposed timeline with their proposal submission.

Please note that the Service Provider shall schedule sheet pile delivery with the Municipality of Powassan, so a coordinated delivery can be made with the Maple Hill Road general contractor. The Service provider shall give the Municipality a minimum of 48 hours' notice (2 business days) prior to on-site delivery of materials. Failure to provide sufficient notice may result in the Municipality rejecting the material delivery, and the Service Provider having to rearrange for the materials delivery at an acceptable time, at the Service Providers expense.

Corporate Profile And Experience:

The Service Provider shall include in their proposal a statement about their organization, and the services they perform. Additionally, the Service Provider shall list some past projects where they provided a similar scale of materials (including cost of project, and the organization the materials were provided for).

Proposed Materials:

Interested bidders shall include in their proposal submission, the section specifications for the sheet pile materials. Service Providers shall base their proposal on supplying the Municipality with ZZ19-700 sheet piles, or a sheet pile with equivalent or greater: thickness, section modulus, and moment of inertia. Steel sheet piles shall be a minimum ASTM A572 Gr. 50 or CAN/CSA G40.21 Gr. 350W. Sheet pile tip protectors shall be compatible with the proposed sheet pile sections.

Should the Service Provider fail to meet the requirements of this section, their proposal submission shall be rejected.

Proposal Evaluation Criteria:

The submitted proposals will be evaluated by the Municipality of Powassan as per figure 1: evaluation criteria. The Municipality will base the award selection on the overall evaluation score of the proposals, awarding the contract to the Service Provider with the overall highest evaluation score.

Item	% Of Overall Evaluation Score
Corporate Profile And Experience	10%
Proposed Materials	10%
Timeline	30%
Pricing	50%

Figure 1: Evaluation Criteria

Liability/Indemnification:

The Service Provider shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Service Provider, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Liability/Insurance:

The Service Provider shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Service Provider shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

Motor Vehicles and Excess Loading:

The Service Provider is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator’s Registration) certificate throughout the duration of this contract.

Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Service Provider shall not cause or permit such vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Service Provider or otherwise, except where there are designated areas in the contract where overloading is permitted. The Service Provider shall bear the onus of weighing disputed loads.

Payment and Completion:

The Service Provider shall be paid in full, at the bid unit price for all quantities of materials supplied to the municipality. Payments to the Service Provider shall be made upon the successful delivery of acceptable steel sheet pile materials, and shall be made as a lump sum payment

when all materials are delivered, or as a monthly progress payment should the successful delivery of sheet piles stretch over several months. The Municipality shall withhold payment on damaged sheet piles until the Service Provider replaces the damaged sheet piles with acceptable sheet piles. Payment by the Municipality shall be made in response to the Service Providers invoice(s).

Breach of Contract and Contract Termination:

If the Service Provider or Municipality shall fail to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or email) the non-conforming party. The non-conforming party will have 10 business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Service Provider or Municipality knowingly provide false information during the completion of this contract document, it will be henceforth considered that the complying party was given insufficient information to formal accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

Health & Safety:

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

The service Provider and all employees/workers employed by the Service Provider must follow all health and safety directions from the Maple Hill Road general contractor while within the construction zone. It will be the responsibility of the Service Provider to ensure: that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.

Bid Form

The Service Provider has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the material delivery in strict accordance with said conditions and specifications for the sum provided in the table below:

Item	Spec	Description	Section	Length	Unit	Quantity	Unit Bid Price	Total Bid
1	Minimum ASTM A572 Gr. 50	Steel Sheet Piles	ZZ19-700 or equivalent	10m	Piles	200	\$	\$
2	Minimum ASTM A572 Gr. 50	Steel Sheet Pile	ZZ19-700 or equivalent	12.5m	Piles	83	\$	\$
Provisional Item								
3	Minimum ASTM A572 Gr. 50	Steel Sheet Piles	ZZ19-700 or equivalent	3m	Piles	16	\$	\$
4		Sheet Pile Tip Protector		-	Each	283	\$	\$
						HST	\$	\$
							\$	\$

Bid Form

I/We (the Service Provider) promise that: I/we are over the age of 18, are of right mind, are not under the influence of alcohol or controlled substances, wish to enter into a legally binding contract with the Municipality of Powassan, and agree to perform the work without undue delay to ensure that work is completed as I/We previously specified in this RFP no later than: _____.

Name of Individual or Firm _____

hereinafter referred to as the

"Service Provider" (Print)

Address:

Phone Number _____

Authorized Signature _____

Title _____

Date _____

Witness or Firm Seal _____