



REQUEST FOR PROPOSALS (RFP)

ELEVATOR MODERNIZATION

DATE: January 4, 2018

The Corporation of the Town of Kirkland Lake

**Department of Community Services
Kirkland Lake Community Complex
55 Allen Ave
PO Box 1757
Kirkland Lake, Ontario
P2N 3P4
Phone: (705) 567-5215**

**Town Hall
3 Kirkland Street
PO Box 1757
Kirkland Lake, Ontario
P2N 3P4
Phone: (705) 567-9361
Fax: (705) 567-3535**

Section 1

Background Information

The Town of Kirkland Lake, through this Request for Proposals (RFP) is soliciting proposals from Elevator Contractors for the modernization of the existing elevator in the Kirkland Lake Community Complex. Contractors will be evaluated based on the matrix identified in this document.

The project shall be completed by April 30, 2018. The RFP establishes a general scope and terms of service that should form the basis for each proposal. The Municipality reserves the right to enter into discussions with the selected contractor to negotiate appropriate tailoring of the selected proposal and create a finalized set of terms and conditions for the Agreement.

The elevator at the Kirkland Lake Community Complex was removed from service in January 2016 due to the likelihood of a Buried Cylinder with single bottom, as per TSSA Elevating and Amusement Devices Safety Division Information Bulletin 243/10. Town Council has approved Capital Dollars for the replacement of the Single Bottom Cylinder and Elevator Modernization to ensure full accessibility compliance.

Section 2

Scope of Work

Upgrade of the current elevator to ensure compliance with all codes, and all Barrier Free requirements to include but limited to:

1. Supply and Installation of a New Cylinder with Sealed PVC Protection suitable to the latest ASME codes, new plunger, new cylinder head support, removal of existing equipment, hole preparation, removal of excavation spoils.
2. Modernization including at the minimum: supply and installation of new power unit, solid state starter, door operator and door protection system, code compliant car operating panel, monitoring system

To be included in pricing:

- All engineering including engineered drawings
- All permits and inspections

The candidate will be evaluated on their ability to explain fully what is included in each item above as well as the benefit to additional options if provided. Additional options are to be priced as “add-ons”. Warranty on parts and service is to be clearly identified.

Hours of Work: Due to the high level of foot traffic in the Community Complex, the proponent must be able to complete work that would restrict patrons, at off hours.

Section 3

Instruction to Bidders

All enquiries and communications regarding this RFP (including notification of any discrepancies or errors or omissions) must be submitted in writing, no later than five business days prior to the submission deadline, to the attention of:

Bonnie Sackrider

Director of Community Services

Email: bonnie.sackrider@tkl.ca

Fax: 705-567-2452

Submission of Proposals

Each proponent shall deliver 2 sealed, signed copies of their proposal submissions and supporting information to the following address no later than the submission deadline of 3:00 pm January 18, 2018

The Clerk

Corporation of the Town of Kirkland Lake

Postal Box 1757, Kirkland Lake, ON P2N 3P4

The following must be marked on the envelope:

PROPOSAL 2018 ELEVATOR MODERNIZATION

Format of Proposals

The proposals are to be structured as follows:

1. Executive Summary
2. Qualifications and Experience
 - a. Company Background (include history, locations, organizational structure, number of employees, summary of services);
 - b. Relevant Project Experience (limit to three project descriptions – include location, client, project cost, description, relevance to current project);
 - c. Proposed Key Project Personnel (include brief description of proposed role, office location, relevant education, training, certifications, and project experience)

3. References (limit to three references – include company name, contact name, address, telephone number, and e-mail address)
4. Proposed Sub-Consultants (include company name, description of proposed role, and brief summary of qualifications)
5. Scope of Work and Methodology (include detailed description of scope of work, deliverables, exclusions, conditions, stipulations, and assumptions)
6. Value Added Services (provide description of value added services, leave blank if no value added service offerings)
7. Project Management and Communication (describe approach to project management and communication)
8. Proposed Schedule (include summary of all major milestone dates in tabular form and Gantt chart summary consistent with the proposed scope of work)
9. Fee Proposal.

Pricing

The fee proposal shall include a detailed explanation of the makeup of the total cost for this project including:

- breakdown of project tasks, personnel responsible, number of hours, total number of staff hours, hourly rates and total proposal costs;
- submit a schedule of hourly rates should additional services be required;
- list of expected expenses, disbursements and any other probable costs; and
- all applicable value added taxes.

All proposals will be irrevocable after the date and time of opening and will remain open to acceptance for a period of one hundred and twenty (120) days. All prices will be quoted in Canadian dollars.

The lowest or any proposal will not necessarily be accepted and the Corporation reserves the right to accept any portion thereof. Each Proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the RFP. Quoted prices/rates shall remain firm for the duration of the contract period.

Proponent Incurred Costs

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the Proponent.

Section 4

Evaluation of Proposals

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Town will evaluate the proposals on a 100 point scale using the criteria set forth in the table below.

Points	Criteria
30	Qualifications and Experience– Company’s ability to perform all functions necessary in providing modernization and service repairs outlined in this RFP. Demonstrated experience of the company in relation to the scope and quality of service provided to customers in the past.
20	Service provided including ensuring complete accessibility, upgrade and warranty.
40	Fee Proposal – The cost evaluation will be based on company’s cost breakdown for staffing, services, management fee and operations and deemed to be in the best overall interest of the Town of Kirkland Lake
5	Value added services
5	Ability to meet schedule, including ability to work at night when required

The Town of Kirkland Lake reserves the right to reject any and all proposals received as a result of the RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the vendor’s qualifications and capabilities to provide the specified device, and other factors which the Town of Kirkland Lake may consider.

Section 5

General Information

General Terms and Conditions

The project is contingent on availability of funding.

The Request for Proposal (RFP) does not constitute an order or an agreement. Submission of a proposal or response by a proponent is voluntary.

The Corporation reserves the right to reject or accept any proposal. The Corporation reserves the right to proceed with the implementation of any work, in whole or in part, as described in the proposal(s).

The Corporation will be the sole judge with respect to the proposals. As such, any proposal deemed incomplete, unsatisfactory, or failing to conform to the requirements or format of the Request for Proposal may be rejected by the Corporation.

The Corporation reserves the right to engage in discussions with any proponent to clarify response within the proposal or presentation, or discuss certain elements with regard to the proposal or services requested by the Corporation. The Corporation has no obligation to notify the other proponents of the discussions, clarifications, or other information provided by a proponent.

The Corporation reserves the right to award the proposal based on experience, completion date and other criteria as stated in the RFP, and not necessarily to the lowest cost proposal.

Based on available funding, the Corporation reserves the right to delete components from the RFP, negotiate changes to fully meet the Corporation's needs, or cancel the RFP and/or terminate an Agreement.

The issuance of this RFP or any negotiations with a company after the closing date does not bind or commit the Corporation to enter into a contract.

The Corporation reserves the right in the event that the successful Consultant fails to comply with the terms and conditions as listed, to cancel this contract and award it to another Consultant without penalty or action against the Corporation

Freedom of Information

All information obtained by a proponent in connection with this Request For Proposal is the property of the Corporation and shall be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their Proposal; however, the Corporation is required to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended.

Payment

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices are to be sent to:

Department of Parks and Recreation
Corporation of the Town of Kirkland Lake
Postal Box 1757, Kirkland Lake, Ontario, P2N 3P4

Contractor Health and Safety Policy

Contractors must understand and acknowledge and abide by the Corporation's Contractor Health and Safety Policy and follow the Contractors Orientation Package (see attachments).

Cancellation

The Corporation reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation.

The Corporation reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days' written notice to the Consultant, and the Consultant will have no rights or claims against the Corporation. The Consultant will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the Corporation's right to bring action against the Consultant for damages for breach of contract.

Litigation

The Corporation reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the Corporation, or who has given notice to the Corporation of its intent to commence litigation or other legal proceedings against the Corporation.

Indemnification

The Consultant shall defend, indemnify and save harmless the Corporation, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited 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, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Consultant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of 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.

The Consultant shall agree to defend, indemnify and save harmless the Corporation from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Consultant's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

Insurance

The Consultant shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$5 million.
- b) Add the Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured
- c) The policy shall contain a provision for cross liability & severability of interest in respect of the Named Insured
- d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) Professional Liability (Errors and Omissions) in an amount not less than \$5,000,000 per occurrence with an annual aggregate amount not less than \$5,000,000.

WSIB

The successful Consultant will be required to show proof of WSIB coverage confirming that the Consultant is active, in good standing, and has met WSIB criteria for advance clearance.