



**TOWN OF RENFREW**  
127 Raglan Street South  
Renfrew, Ontario  
K7V 1P8

## **REQUEST FOR PROPOSALS FOR SWINGING BRIDGE LIGHTING**

### **PROPOSAL 2023-12-P&R**

#### **Background**

The Corporation Town of Renfrew is seeking proposals and solutions from qualified contractors for the supply, delivery, and installation of lighting of the Town's Swinging Bridge.

The Town of Renfrew, situated along the Bonnechere River in the heart of the Ottawa Valley, both embraces its rich history, and is committed to progress. Less than an hour from the amenities of the Nation's Capital, the Town offers exceptional educational opportunities, affordable residential prices and a low crime rate coupled with a strong agriculture tradition and presence to satisfy every interest and provide personal growth opportunities for all.

In 1895 at the second chute of the Bonnechere River construction of the swinging bridge commenced. Originally constructed as a page woven coil bridge, the bridge is historically significant as a reminder of the village's early development adjacent to, and north of the river. As stated by Mrs. Dorothy Skinner, Past President of Heritage Renfrew, the bridge is "evidence of the early history of our town when the economy was based on the riverside industries". With development of the riverside industries such as the Russel Sawmill, McDougall Mill, Craig Flour, Logan Mills, and the power plant, the bridge served the workers of these waterfront industries as well as the residents north of the river. In 1913, it was determined that the bridge needed repair. James McNicol, the Town Engineer designed a new bridge with piers of cement that served as anchors for the heavy steel cable. In 2021, the Town of Renfrew applied for funding and received the maximum grant allowance of \$183,673.00 that went towards the rehabilitation. The Swinging Bridge is a unique and important landmark to the Town of Renfrew and a reminder of our past.



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## Scope of Tender

With a tender budget of \$25,000.00, the Town is looking for innovative proposals and solutions to light the bridge for the safety of residents and enhance visitor attraction.

## Registration and Communications

### 1. Registration as a Bidder

It is mandatory that you register as a bidder with the Corporation of the Town of Renfrew. Failure to register will result in non-acceptance of your submission.

Please remit Name of Company, Name of Contact Person, Contact Information to Lindsay Tinney, Administrative Assistant, Corporation of the Town of Renfrew, [ltinney@renfrew.ca](mailto:ltinney@renfrew.ca)

Questions related to this proposal, or the requirements are to be received by 1:00 pm on July 6<sup>th</sup>, 2023.

### 2. Proposal Documents, Drawings, Addenda & Appendix

The bidder shall verify that these proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not included with this document. You are required to go to the Town's website where under the description of this proposal you will find links to the Proposal Requirements, addenda and any related information not included with this document.

The Town will issue any changes/additions/deletions to the proposal or terms and conditions. Any and all addenda issued by the Town shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Town will assume no responsibility for oral instruction or suggestion.



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Any and all addenda issues prior to the closing date will be posted on the town's website and [www.biddingo.com](http://www.biddingo.com) for downloading by bidders. It is the bidder's sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded, and that the pricing quoted includes the provision set out in such Addenda.

Each Bidder must satisfy themselves, by their own study of the proposal documents and related information, as to the practicality of completing the work successfully as described. There will be no consideration of any claim after submission of proposals that there is a misunderstanding with respect to the conditions imposed in the Agreement.

### **3. Communications**

Questions related to this proposal, specifications or the intent of the proposed work and requirements are to be directed to **both** individuals listed by 1:00 pm **July 6<sup>th</sup>, 2023**.

All communications must reference **RFP 2023-12-P&R** in the subject line.

**Jordan Wall , Director of Parks and Recreation**

Email: [jwall@renfrew.ca](mailto:jwall@renfrew.ca)

**Lindsay Tinney, Administrative Assistant, Corporation  
of the Town of Renfrew**

Email: [ltinney@renfrew.ca](mailto:ltinney@renfrew.ca)

Where a Bidder finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the Bidder should contact the Town in writing by email as noted above. Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the proposal documents.

Where the Town deems that an explanation or interpretation is necessary or desirable, an addendum may be issued, in writing, on the town's website and Biddingo for downloading by all bidders. It is the bidder's sole responsibility to check for addenda issues and download same. Acknowledgement of Addenda on the Form of Proposal is a mandatory requirement. Failure to acknowledge addenda will result in your proposal being deemed non-compliant and not eligible for award.



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#### **4. Retrieval of Official Documentation**

Only documents provided to Bidders by the Town or found on Biddingo are to be considered the “official” documents. The Town accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check the Town’s website and Biddingo’s website to verify they have received all relevant information. The Town reserves the right to not accept a bid submission if determined that the documents have been altered from the Town’s own official documents.

#### **5. Delivery and Official Closing Time of Proposals**

All submittals shall be in sealed envelopes with covering pages supplied by the Corporation Town of Renfrew with 1 original and 4 additional copies and delivered to:

**Renfrew Town Hall**  
127 Raglan Street South  
Renfrew, ON K7V 1P8

Proposals must be received no later than **2:00pm on August 3<sup>rd</sup>, 2023**. The time clock in the Council Chambers at the Town Office is the official time for the deadline for submission. The Town is not responsible for submissions which arrive late or are not properly marked.

Proposals shall be officially opened after closing time by the opening committee. No prices are to be read out, with prices being included in a separate envelope bearing the name “Cost Estimate”, however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

A proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company office and is delivered in hard copy or electronically to the Purchasing Agent before the proposal closing time.

**Fax and email proposal submissions shall not be accepted.**

## 6. Consultant Selection Timeline

The expected timeline for Consultant Selection is as follows:

June 7 <sup>th</sup> , 2023	Request for Proposal Issue
July 6 <sup>th</sup> , 2023	Deadline for written questions to Town from Bidders
July 13 <sup>th</sup> , 2023	Town published Addendum (if applicable)
August 3 <sup>rd</sup> , 2023	Closing date for Proposal Submissions
August 4 <sup>th</sup> , 2023	Potential Visual Presentation to Evaluation Team
August 15 <sup>th</sup> , 2023	Report to Standing Committee
August 22 <sup>nd</sup> , 2023	Approval at Town Council
August 22 <sup>nd</sup> , 2023	The Town will award the Request for Proposal to the successful Consultant.

## 7. Evaluation Team

The Town's Evaluation Team will consist of representatives of the Town, including the CAO or designate, Director of Parks & Recreation and Committee Chair.

## 8. Consultants to Investigate

Consulting firms submitting a proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Consultants shall satisfy themselves by such a means as they prefer, as to the extent of work required to complete the assignment.

## 9. Fee Holdback

A payment schedule will be negotiated.

## **10. Agreement**

Prior to commencing work on the project, the successful Consultant will enter into an Agreement for Professional Consulting Services with the Town based on the Town's Request for Proposal Information Package and the Consultant's submitted Proposal.

## **11. Town's Purchasing Policies**

The Town's Purchasing Policies and Procedures By-Law forms an integral part of this proposal document. The Policy and Procedures apply to this proposal process.

## **12. Insurance**

- a. The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
  - i. a contract of general liability insurance for its operations, with limits of not less than Two Million (\$2,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:
    - personal injury including death;
    - property damage or loss (direct or indirect and including loss of use thereof);
    - broad form property damage;
    - contractual liability;
    - non-owned automobile liability;
    - products – completed operations;
    - contingent employers liability;
    - cross liability;
    - severability of interest; and
    - blanket contractual liability.

The policy of insurance shall name the Town of Renfrew and the Province of Ontario as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice.

- ii. a policy of professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the provision of the Services, of standard wording, with coverage of no less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence; and
- iii. a policy of motor vehicle liability insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Two Million (\$2,000,000.) exclusive of interest or costs per occurrence; and
- c. Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.
- d. No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Town.

The Consultant shall provide or cause to be provided to the Town, within seven (7) days of award of Contract, a

certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Town's rights or the Consultant's obligation contained in this Agreement.

- e. If at any time the Town is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Town.
- f. The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- g. All policies of insurance shall be:
  - written with an insurer licensed to do business in Ontario;
  - in form and content acceptable to the Town acting reasonably;
  - be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Town; and
  - contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.
- i. Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of the Contract.

### **13. Health & Safety and WSIB**

The successful Proponent is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Town a valid verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days. The successful Proponent is required to complete the Town's Contractor's Acknowledgement Form prior to commencement of work.



#### **14. Irrevocable**

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

#### **15. Legible**

All proposals must be legible and written in ink or typewritten. Corporate seals are requested, but are not mandatory.

#### **16. Right to Reject or Not Open**

The Town reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Town receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Town reserves the right not to **open** a bid call should the Town deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Town reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.

## **17. No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

The Town assumes no responsibility or liability for costs incurred by the Consultants prior to the entering into of a written contract.

## **18. Subject to Budget Provision**

Should qualified bid submissions exceed the Town budget provision for this project the Town reserves the right to reject or recall the proposal.

## **19. Adjustments Prior to Closing**

Adjustments to submitted proposals by telephone, fax, or email shall not be considered. A bidder wishing to make adjustments to a submitted proposal must supersede it with a later proposal, and received on or before the closing time.

## **20. Proposal Advertising**

Proposal advertising is made available through the following: the Town's website [www.renfrew.ca](http://www.renfrew.ca) and [www.biddingo.com](http://www.biddingo.com)

## **21. Intellectual and Proprietary Rights**

Upon award, all trade secrets, copyright patents and other intellectual and proprietary rights are and remain the property of the Town. Also, all artwork and print production devices will become the property of the Town.

## **22. No Additional Content**

Sketches, rendering or models illustrating the content of the proposal are not to be supplied and will not be accepted by the Town.

## **23. Conflict of Interest**

The Town reserves the right to disqualify a Proposal where the Town believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

The successful Consultant shall work solely and exclusively in the interests of the Town at all times to ensure that the project is successfully completed. The Consultant must identify current claims, potential claims, or disputes against the Town, if any, that the firm is involved with. The Consultant must identify current developer and development interest that the firm has in the service area, if any.

This information and any conditions attached to the Proposal will be considered in the Town evaluation.

Any member of the Council shall claim pecuniary interest if he/she is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

No person, firm or corporation other than the bidder has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

No officer or employee of the Town is, will be, or has become interested,

directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

#### **24. Failure or Unsatisfactory Performance**

The Town reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Bidder for failure to accept a contract with the Town, or the name of any Bidder for unsatisfactory performance of a contract with the Town.

#### **25. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

#### **26. Public Opening**

The Request for Proposals will be opened by the Evaluation Team at a public opening to be held at The Renfrew Town Hall, on **AUGUST 3rd, 2023** @ 2:00 pm, following the closing of the Proposal call.

**Please note that the opening will acknowledge receipt of submitted proposals only. Prices and detail information will not be released.**

**The Town of Renfrew will endeavor to administer the proposal process in accordance with the terms and dates outlined; however, it reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.**

## **27. Town Not Employer**

The Proponent agrees that the Corporation of the Town of Renfrew is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

## **28. Accessibility of Ontarians with Disabilities Act (AODA)**

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, *Ontario Regulation 429/07*; the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), *Ontario Regulation 191/11*; and finally, the Built Environment Standard, which is not yet law.

In 2007, the Ontario Government adopted the AODA Standard, *Ontario Regulation 429/07*, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Town of Renfrew, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.



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It is the successful Bidder's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Communication and Social Services website:

<http://www.mcsc.gov.on.ca/mcss/english/pillars/accessibilityOntario/accesson/compliance>.



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**FORM OF PROPOSAL**

**Bidder's Information**

<b>1.</b>	Company Name	
<b>2.</b>	Bidder's Contact Individual	
<b>3.</b>	Address (incl. Postal Code)	
<b>4.</b>	Office Phone #	
<b>5.</b>	Cellular #	
<b>6.</b>	Fax #	
<b>7.</b>	Email address	
<b>8.</b>	HST Account #	

I/We hereby submit the attached documents to satisfy the requirements as issued by the Corporation Town of Renfrew.

I/We agree that we have reviewed and understand the Proposal documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with the Municipality in regard thereto and where the Proposal is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the Proposal be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the Proposals are opened for a period of 90 calendar days.

I/We agree that this offer acknowledges all addenda and that the pricing.

## Summary of Cost Estimate

### Basis of Payment

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

Professional Fees: \$ \_\_\_\_\_

Disbursements: \$ \_\_\_\_\_

**Total Upset Cost Estimate:** \$ \_\_\_\_\_

(Does not include HST)

In addition, to this summary the Consultant 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 classification, and the associated hourly per diem rates for which the Consultant will seek payment.

Consultants should note the following when preparing their financial proposal:

### Disbursements:

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon 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 Consultant's proposal)





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**Method of Payment:**

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Manager. The invoice should include a breakdown by hours worked by individual team members on each major task and progress to the date on invoice. Additional back-up documentation shall also be provided where sub-contracted works from part of the overall work

**RFP 2023-12-P&R SWINGING BRIDGE LIGHTING – Town of Renfrew**

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**Deliver to:**

**The Town of Renfrew  
127 Raglan Street South  
Renfrew, ON K7V 1P8**

**TENDER NUMBER: 2023-12-P&R**

**CLOSING DATE AND TIME:**

**DESCRIPTION:**