

CORPORATION OF THE MUNICIPALITY
OF MISSISSIPPI MILLS



REQUEST FOR PROPOSAL No. 22-05:

Renovation of the Almonte Daycare Kitchen – 208 State Street, Almonte, ON

ISSUE DATE: April 05, 2020

CLOSING LOCATION:

MISSISSIPPI MILLS MUNICIPAL OFFICE

3131 OLD PERTH ROAD,

ALMONTE, ONTARIO, K0A 1A0

CLOSING DATE AND TIME:

May 19, 2022

2:00 P.M. LOCAL TIME

PART 1 - INTRODUCTION

1.1 Invitation to Bidders

This Request for Proposal (“RFP”) is an invitation to prospective proponents to submit proposals for the Renovation of the Almonte Daycare Kitchen at the 208 State Street location as described in *Part 2 – Deliverables*

1.2 Mandatory Site Visit

A Mandatory site visit will be held for this tender on May 5, 2022 at 10am at the following address:

**208 State Street
Almonte, Ontario
K0A 1A0**

PART 2 – DELIVERABLES

2.1 Description

The Municipality of Mississippi Mills, hereinafter referred to as the Municipality, is seeking proposals from qualified general contractors to perform a kitchen renovation of the existing kitchen at the Almonte Daycare – State Street location. The objective of this request is to award the contract to one vendor who will perform all necessary tasks associated with the kitchen renovations.

The Municipality requests all prospective vendors to submit proposals as defined in the Request for Proposal (RFP). Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, coloured displays, promotional materials, etc., are not required. Emphasis should be on the completeness and clarity of content. Unless otherwise stated, proposals shall remain valid for a period of 60 days after submission.

2.2 Scope of Work

The Municipality seeks a general contractor to perform a kitchen renovation at the Almonte Daycare located at 208 State Street, Almonte, K0A 1A0. Once completed the kitchen will be capable of preparing a hot lunch for approx. 131 children and am and pm snack for an additional 115 school age children.

The focus of the project is to update the existing kitchen space, with no significant structural modifications, to allow space for the storage, preparation, and packaging of meals. The design should maximize the functionality of the space and accommodate the existing equipment. All materials should be able to withstand heavy daily use and demonstrate good durability characteristics and low maintenance.

It is intended that the project will include, or the potential to include:

1. Removal and replacement of existing cabinets, counters, backsplash and flooring;
2. Rerouting of gas lines, as necessary, to relocate appliances;
3. All necessary electrical work to relocate/add outlets, coolers, freezers and appliances;
4. All necessary plumbing work to maximize the functionality of the space;

5. Upgrading lighting to LED fixtures to increase lighting levels;
6. Any necessary framing, drywall, patching and painting (minimum 2 coats);
7. Obtaining all required permits, inspections, and certificates
8. All necessary labour, materials, equipment and other incidentals;

For Daycare Licencing purposes, all proposed layouts/designs will be subject to a review by the Ministry of Education.

It is not anticipated that there will be any necessary modifications to the HVAC system, although proposals should address, nonetheless.

The Almonte daycare will remain open during construction and work will need to be scheduled as to not impact or disrupt daily operations. The Municipality and the vendor will establish a mutually agreeable schedule which may include after-hours and weekends.

During construction, the vendor (and subcontractors) shall remove all rubbish, waste material, and accumulations from the premises and shall keep the premises clean to the satisfaction of the daycare staff.

2.3 Permits, Licenses and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the goods. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

2.4 Warranty Period/Coverage

The proponent shall provide a minimum of 1 year warranty on all materials and workmanship. Should the Proponent offer warranty that is above and beyond, it shall be specified within the Proposal.

2.5 Proof of Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry insurance as outlined below. The selected proponent shall provide proof of such insurance coverage in the form of a valid certificated of insurance prior to the execution of the Agreement by the Purchaser.

The duration of each policy shall be from the Effective Date until termination of the Agreement. The Proponent hereby agrees to put in effect and maintain insurance for the term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the proponent would maintain including, but not limited to, the following comprehensive commercial general liability insurance on an occurrence basis for third party bodily harm, personal injury and property damage, to an inclusive limit of not less than Five (5) Million per occurrence. The policy shall include, but not be limited to the following:

- The Purchaser as an additional insured with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with, the agreement;
- Products and completed operations;
- Contractual liability coverage;
- Cross-liability clause;

- 30 Day written notice of cancellation, termination or material change; and
- Owned and non-owned automobile coverage with blanket contractual coverage for hired automobiles.

2.6 Workplace Safety & Insurance Board

By signing the Form of Offer, the Proponent agrees, if selected, to carry a Workplace Safety & Insurance Board (WSIB) coverage.

The Proponent shall make all payments required under the Workplace Safety and Insurance Act (Ontario), and under similar legislation in other jurisdictions, and shall indemnify and hold harmless the Indemnities from any failure to comply. The Proponent shall provide the Purchaser with a certificate that the Proponent is in good standing under the relevant workers' compensation legislation prior to the execution of the Agreement and from time to time on reasonable request, therefore.

The Proponent shall:

- Maintain a safe workplace or work site in accordance with safe work practices and housekeeping;
- Comply with the Occupational Health and Safety Act (Ontario) and all of its regulations pertaining to the type of work being performed;
- Have actual knowledge of, and comply with the Purchaser's safety policies and appropriate safe work procedures;
- Provide the necessary protective equipment, devices, or related safety item(s) as required by the Occupational Health and Safety Act (Ontario) and all of its regulations, as well as the Purchaser's safety policies, and ensure that such equipment, devices, and items are used in the performance of the requirements of the Agreement;
- If requested, provide the purchaser with a copy of the Proponent's written health and safety policy as required by the Occupational Health and Safety Act (Ontario); and
- Where applicable, provide product performance information relating to anti-microbial effectiveness, to be documented for the review and approval of the Purchaser.

2.7 Payment Terms

Unless otherwise stated by the Purchaser, payment for the Work will be made in accordance with prices stated in the Agreement.

The Purchaser will make payments to the Supplier as follows:

1. 90% of the invoiced amount submitted by the Supplier to the Purchaser prior to substantial performance and not more frequently than monthly for completed portions of the work and services performed to the satisfaction of the Purchaser.
2. 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Act, 1990, within (45) working days after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Act, 1990, and the work and services performed are to the satisfaction of the Purchaser.

3. Any further amount due under this Agreement upon completion of the Work to the satisfaction of the Purchaser, subject to any holdback for deficiencies and as required by the Construction Act, 1990.
4. Supplier must submit the monthly invoice via one of the following options
 - a. Electronically via email to dcousineau@mississippimills.ca
 - b. By mail to The Corporation of the Municipality of Mississippi Mills, 3131 Old Perth Road, Almonte, Ontario, K0A 1A0. Attention: Dan Cousineau, Facilities & Project Manager.
5. All Taxes must be shown as separate line items on all invoices. Any and all discounts offered will be taken in to account in the analysis of the bid(s) submitted. Proponents should indicate on the Form of Offer the terms your firm is offering.
6. Invoices to the Purchaser will clearly set out and itemize the following information regarding the services payable to the Purchaser:
 - Description of supplies provided.
 - Quantity of supplies provided.
 - Amount
 - Terms
 - Purchase Order Number
 - Supplier's TAX Registration Number
7. The Supplier acknowledges that payments will be delayed in respect of monthly invoices which do not conform in all material respects with the provisions listed above in order to permit the Purchaser to obtain all required data to properly allocate purchases among cost-centres and to verify services received.

2.8 Alerts

Proponents shall ensure the goods meet current safety standards and regulations and advise the Purchaser of any discussions with regulatory agencies related to the goods, which may impact on the future availability, accessories, or service support of the goods.

Proponents shall report any recalled goods to the Purchaser within Three (3) days advising applicable details (e.g. model number, serial number, etc.) to the Purchaser.

Proponents shall comply with the requirements of any Applicable Law in respect to recalled goods.

2.9 Accessibility for Ontarians with Disabilities Act

The Purchase is committed to the highest possible standards for accessibility. Proponent(s) must be capable to recommend and deliver, as appropriate, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

Proponents are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Proponent.



Part 3 – Submission Requirements

3.1 General

Proposals should be submitted in accordance with the instructions set out in this RFP.

Forms should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

All submissions shall include the Appendix A – Form of Offer.

The submission of a Proposal shall indicate that the Proponent agrees and warrants that he has examined all RFP documents and that the pricing submitted covers the cost of all the services required in the RFP. The Form of Offer must not be scanned or manipulated in any way and must be submitted with original signatures in the identical format in which it was issued.

Proposals must be legible and completed in ink by and individual(s) who has the authority to bind the Proponent and/or the Proponent’s organization. Erasures, overwriting, and strike-outs will not be reason for rejection, provided all such changes remain legible and have been initialled by the authorized person signing on behalf of the Proponent. Proposals submitted in any other manner may be subject to disqualification. Changes to the content or format of the Declaration may disqualify the submission.

3.2 Proposal Structure and Submission Requirements

3.2.1 Mandatory Requirements

All proposals will be reviewed for compliancy with the mandatory requirements. Only those submissions which meet all the mandatory requirements will be permitted to proceed in the evaluation. Submissions which do not comply with the mandatory requirements will be disqualified and returned to the proponent.

For this RFP, the mandatory requirements are listed in **Appendix A – Form of Offer**

3.2.2. Submission Documentation and Requirements

Each RFP shall follow the format and content detail listed below. Proponents shall include all mandatory documents as requested in the document and any subsequent addenda.

Proponents are hereby notified that each section of the Proposal has a specified maximum number of pages which proponents shall adhere to. Should a proponent submit a proposal that included more than the specified number of pages per section, the additional pages will not be reviewed by the evaluation team. They will be immediately discarded.

Section No.	Name	Description
1	Form of Offer (Appendix A)	Proponent shall complete the provided form in full and submit with their Proposal. Mandatory Requirement
2	Company Profile	Proponent shall provide a profile of their organization. The profile should contain, but is not limited to, the following information: - The correct legal name of the firm/individual.

		<ul style="list-style-type: none"> - The initial year of operations for the firm/individual. - The total number of years in business. - The location of the corporate office. - The location of the closest office to Almonte, Ontario - Provide three reference (preference given to municipalities), within the last Five Years, of the firm's relevant past and present experience as they relate to the Purchaser's requirements. References shall include all contact information and a small description of the work provided. <p style="text-align: center;">Maximum of 3 Pages</p>
3	Warranty	<p>Proponent shall provide information on the warranty being offered with their Proposal.</p> <p>The information should contain, but is not limited to, the following information:</p> <ul style="list-style-type: none"> - A detailed description of any warranties that apply to the product in terms of length, inclusions, exclusions, limitations and exceptions. <p style="text-align: center;">Maximum of 3 Pages</p>
4	Technical Approach/Features	<p>Proponent shall provide a description of their approach to the project. This includes demonstrating an understanding of the scope of work, proposed methodology and work plan, clarity of the proposed deliverables. Proponent shall outline any features that makes their proposal stand out and provide added value to the Municipality. Examples of relevant past work should be provided.</p> <p style="text-align: center;">Maximum of 15 Pages</p>
7	Pricing	<p>Proponent shall provide an all-inclusive TOTAL COST (excluding taxes) in Canadian funds.</p> <p>Pricing shall be FIRM unless otherwise negotiated.</p> <p>If applicable, the proponent shall include the additional costs associated with any warranty being offered that is over and above the 1-year basic warranty on materials and workmanship.</p> <p style="text-align: center;">Maximum of 2 Pages</p> <p style="text-align: center;">Proponents are Reminded That a Formula Will Be Applied to the Evaluation of This Section.</p>

3.3 Submission Deadline & Address



To be considered in the RFP process, a Proponent's Proposal must be received at the Municipal Office, on or before the Proposal Submission Deadline of May 19th, 2022 at 2:00pm EST. Proposals are to be submitted in a clearly marked and sealed envelope in person or via mail to:

ATTN: Dan Cousineau, Facilities & Project Manager
3131 Old Perth Rd.
Almonte, ON
K0A-1A0

Proponents are cautioned that the timing of their Submission is based on when the Proposal is received by the Purchaser at the email address above, not when a proposal is submitted by a proponent. For this reason, the Purchaser recommends that Proponents allow enough time to mail their Proposal Submission and attachments (if applicable) and to resolve any issues that may arise.

The closing time and date shall be determined by the Purchaser's clock. Tenders transmitted by facsimile shall not be considered.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal. Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified.

Proposals received after the Proposal Submission deadline shall not be considered, and the Proponent will be advised of this decision should it occur.

3.4 Proposal Structure and Submission Requirements

Each RFP shall follow the format and content detail listed in section 3.2.2. Proponents shall include all mandatory documents as requested in this document and any subsequent addenda.

Proposals shall contain the following:

Form of Offer (Appendix A). The Proponent shall ensure that the Form of Offer is completed in its entirety and signed by the proponent. Each page of the Form of Offer must bear the Proponent's name and be returned with the submission.

Any submissions that do not include the fully, completed form(s) stated above will be immediately disqualified.

NOTE: Proponents may be invited by the Purchaser to attend an on-site meeting at a location pre-determined by the Purchaser. Any invitation to attend an on-site meeting will not be subject to evaluation but will be used as an opportunity to clarify information included in the Proposal.

Part 4 – Evaluation of Proposals

A Procurement Committee will evaluate the proposals received. Submitted proposals must be accurate and complete, providing all information requested in the RFP. Although fees and compensation will be a vital factor in the evaluation of proposals, acceptance of a proposal will be based on the total package of services, qualifications, fees, and compensation offered by the vendor. Each proposal will be evaluated on the criteria listed below, and the criteria will be weighted according to the following allocations:

Criterion	Points Possible
1. Form of Offer (Appendix A)	
Vendor has completed and included the required Form of Offer.	10
1. Cost	
Vendor offers lowest true cost of services while upholding required services or vendor's prices demonstrate an economically advantageous position for the Municipality.	30
2. Technical Approach	
Vendor's technical approach to the scope of work will be evaluated, including understanding of the scope of work, proposed methodology and work plan, and clarity of the proposed deliverables.	30
3. References & Reputation and/or Expertise & Experience	
Experience in relevant field and corporate capabilities, including an evaluation of the capacity of the organization to perform the scope of work, review of previous experience in similar jobs, and prior clients' references.	30
Total points possible	100

The proposal submitted will be the primary document upon which each vendor will be evaluated. All proposals will first be screened to determine if the vendor meets the minimum qualifications outlined. Proposals that do not meet the minimum requirements will be automatically rejected and may not undergo further evaluation. The Municipality reserves the right to waive any minor or technical defects or irregularities and reserves the right to reject any or all bids.

All scores will be added and, subject to the satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the preferred proponent(s).

Reference Checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust submission requirements scoring related to the information obtained during the reference check.

the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in the RFP.

The Preferred Proponent will have up to Fifteen (15) Days after being notified of the award to sign the agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under section 5.5.

For certainty, the Purchaser makes no commitment to the preferred proponent that the agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

Part 5 – Terms and Conditions of the RFP Process

5.1 General Information and Instructions

5.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	April 5th, 2022
Mandatory Site Visit Date:	May 5, 2022
Proponent Deadline for Questions:	May 11, 2022
Deadline for Issuing Addenda:	May 13, 2022
Proposal Submission Deadline:	May 19, 2022

Note: all times specified in the RFP timetable are local times in Almonte, Ontario, Canada

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on the Mississippi Mills webpage.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.



In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

5.1.2 Eligibility to Bid

Only those Proponents that have registered as a Plan Takers and that have attended the mandatory site visit will have their submission considered.

Any submissions received from proponents who are not registered as Plan Takers or have not attended the mandatory site visits will have their submissions disqualified and returned unopened.

5.1.3 Proponents to Follow Instructions

Proponents should structure its proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in the Proposal should reference the applicable section numbers of this RFP where that request was made.

5.1.4 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

5.1.5 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to the Proponent the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

5.1.6 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration.
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement.

5.2 Communication after RFP Issuance

5.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of the RFP must be directed to the following RFP Coordinator:



- Name: Dan Cousineau, P.Eng
- Title: Facilities & Project Manager
- Email: dcousineau@mississippimills.ca

Proponents that fail to comply with the requirement to direct all communication to the RFP Coordinator may be disqualified from the RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- Any employee or agent of the Purchaser (other than the RFP Coordinator);
- Any member of the Evaluation Team;
- Any expert or advisor assisting the Evaluation Team;
- Any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees); and
- Any elected official of any level of government, including any advisor to any elected official.

5.2.2 Deadline for Questions

Proponents are hereby notified that the final day for submitting a question will be Wednesday, May 11th, 2022 by 2:00pm. All questions must be sent to Dan Cousineau via email at dcousineau@mississippimills.ca.

Any questions received after this date and time will not receive a response. The clock on the server located at the Purchaser's office will be the official time.

5.2.3 Proponents to Review RFP

Proponents shall promptly examine the RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the questions(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from Various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than the RFP Coordinator. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding of the part of the Proponent concerning this RFP or its process.



5.2.4 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 5.2.3 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefits of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 5.2.3 of this RFP

5.2.5 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

All addenda will be issued up to Date, Month, Time. Should the Purchaser feel it necessary to issue an addendum after the above-notes date and time, the closing date will be rescheduled accordingly at that time.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of the Mississippi Mills' Tenders webpage. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchaser. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by the Mississippi Mills Tender webpage, since they must obtain through the Mississippi Mills' Tenders webpage all the information documents that are issued.

If a Proponent chooses to cancel the receipt of addenda or amendments, its Bid may be rejected.

5.2.6 Blackout Period

The Blackout Period is from the RFP Deadline for Questions to Award Notification.

Unless initiated by the RFP Coordinator, no communication from any Proponent to the Purchaser is permitted during the Blackout Period.

5.2.7 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped by the Purchaser and a receipt will be provided upon request.



5.2.8 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn proposals.

5.2.9 Amendment of Proposal

A Proponent may amend its proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

5.2.10 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all the components required to use and/or manage the goods have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the agreement shall be provided at the Proponent's expense.

5.2.11 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

5.2.12 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 5.2.8, a Proposal shall be irrevocable by the Proponent for Sixty (60) Days from the Proposal Submission Deadline.

5.2.13 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all the terms and conditions contained in this RFP, and by all the representations, terms, and conditions contained in its Proposal.

5.2.14 Amendments to Proposals

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

5.2.15 Proposals Will Not Be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time after the Proposal Submission Deadline.

5.2.16 Clarification of Proponent's Proposals

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

5.2.17 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

5.2.18 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 4 will form part of the evaluation process.

5.2.19 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

5.2.20 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.



5.2.21 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the preferred proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

5.3 Execution of Agreement, Notification and Debriefing

5.3.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within Sixty (60) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser will consider such requests for clarification in accordance with section 5.2.2 for the RFP.

5.3.2 Failure to Enter into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within Fifteen (15) days of notice of selection, the purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

5.3.3 Notification to Other Proponents of Outcome of RFP Process

Once the Proponent and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Preferred Proponent and the notice of award. No other information, including fees, will be distributed.

5.3.4 Debriefing

Not later than Sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from the Purchaser

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

5.3.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

For the purpose of a protest under this RFP, the RFP Coordinator will review and address any bid protest in a timely and appropriate manner.

5.4 Prohibited Communications, Confidential Information and FIPPA

5.4.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

5.4.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

5.4.3 Proponent's Submission

All Correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

5.4.4 Personal Information

Personal Information shall be treated as follows:

- Submission of Information – Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure of and use by the Purchaser of the requested information for the purposes described.

5.4.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

5.4.6 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

5.4.7 Competition Act

Under Canadian law, a Proponent's proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website and in particular, party VI of the Competition Act, R.S.C. 1985, c. C-34.

5.4.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of this Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between

Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Agreement on Internal Trade website or to the Trade and Cooperation Agreement between Quebec and Ontario.

5.4.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser

5.5 Reserved Rights and Governing Law of the Purchaser

5.5.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents.
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest of evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.

- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - o The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - o The Proposal prices exceed the bid prices received by the Purchaser for goods acquired of a similar nature and previously done work
 - o The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - o The Proposal prices exceed the fund available for the Goods, or
 - o The funding for the acquisition of the proposed Goods have been revoked, modified, or has not been approved

And where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engages in a dispute with the Purchaser.

By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

5.5.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within Fifteen (15) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Goods and services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

5.5.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the Broader Public Sector Accountability Act, 2010 shall apply notwithstanding anything contained herein.

5.5.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

5.5.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

5.5.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

5.5.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.



APPENDIX A – FORM OF OFFER

This Request for Proposal is for the Renovation of the Almonte Daycare, State Street Location

RFP #20-05

Closing Date: May 19th, 2022

2:00pm EST

To receive consideration, all submissions must be date and time-stamped in the Clerk’s Office, prior to the above-noted closing time. Please submit your response in accordance with this RFP, clearly labelled as follows:

PROPOSAL FOR DAYCARE KITCHEN RENOVATION – DO NOT OPEN

**Facilities & Project Manager, The Corporation of the Municipality of Mississippi Mills,
3131 Old Perth Road
Almonte Ontario K0A 1A0**

This proposal is submitted by:

Full Legal Name of Firm _____

Name of Contact _____

Address _____

Municipality _____

Province _____ Postal Code _____

Email Address _____

Telephone _____ Fax _____

By my signature hereunder, it shall be understood that I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request for Proposal document, including Addendum # _____ to Addendum # _____ to RFP # 20-05.



To the Mayor and Council of The Corporation of the Municipality of Mississippi Mills

I _____
(Declarant's Name)

of the _____ of the _____
(Municipality)

of the _____ of the _____
(Region/County)

make the following declaration on behalf of

(Firm Name)

(hereinafter referred to as the "proponent") and I have authority to make this declaration on behalf of and to bind the proponent to its contents. I declare:

1. That no person, firm or corporation other than the one that is submitting this proposal has any interest in this proposal or in the contract offered thereby.
2. That I have adequate and sufficient authority to bind the person, firm or corporation that is submitting this proposal.
3. That this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.
4. That no member of the Municipal Council, or any officer of The Corporation of the Municipality of Mississippi Mills (the "Municipality") is, or will become interested directly or indirectly as a contracting party of otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.
5. That the matters stated in the said proposal are in all respects true.
6. And agree that this proposal is to continue open for acceptance until a formal agreement is executed by the successful proponent or for sixty (60) days following the proposal closing date, whichever occurs first and that the Municipality may, at any time within that period, without notice, accept this proposal whether any other proposal has been previously accepted or not.

Authorized Signature

Name (Please Print)

Title

(Failure to sign here may result in rejection of this submission.)