



REQUEST FOR PROPOSALS

**Iroquois Falls Airport (CNE4)
Damaged Septic Field/Tank Removal and Replacement (EMERGENCY)
RFP# 2022-01-ED**

**Issued By:
Town of Iroquois Falls**

**Issue Date:
July 14th, 2022**

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1. INTRODUCTION

1.1. Purpose

The purpose of this Request for Proposals (“RFP”) is to invite proposals from qualified service providers from which the Town of Iroquois Falls (the “Town”) can select a Proponent to provide damaged septic field /tank removal replacement for the Iroquois Falls Municipal Airport (CNE4) (the “airport”) that will meet the objectives of the Town. This is an emergency replacement where time is of the essence. Your availability , as the successful proponent, should also include your immediate ability to perform the work.

1.2. Airport Overview

The Iroquois Falls Municipal Airport (CNE4) is a Registered Aerodrome situated 8 kilometers west of the Town of Iroquois Falls and 62 kilometers east of Timmins. It is located on an elevated bench west and immediately adjacent to the Trans-Canada Highway 11. The catchment area for the airport is approximately 8,000 to 9,000 people. The airport has one 3,999 x 100’ paved runway (14/32) and two intersecting turf runways 2,930 x 100’ (18/36) and 2,555 x 100’ (07/25) respectively. Forested areas occur upon approach to runways 18/36, 07/25 and to the west of runway 14/32. A municipally owned facility, the area on which the airport operates is roughly 182 hectares.

2. REQUIRED SERVICES

2.1 Purpose

The Town of Iroquois Falls seeks to engage a company certified in the removal and replacement of a damaged septic field (and tank). This is an emergency replacement where time is of the essence. This is an emergency replacement where time is of the essence. Your availability, as the successful proponent ,should also include your immediate ability to perform the work.

The scope of the Work for the Study shall include, but is not limited to the following elements, steps and tasks:

- Mobilize and demobilize equipment.
- Pump out tank and dispose of existing sewage.
- Determine the extent of the field and excavate the field and tank.
- Remove all contaminated soil and existing soil and dispose of in an environmentally responsible manner.
- Remove all old septic piping and tank and dispose of in an environmentally responsible manner.
- Determine, design and install appropriate size of tank/field to accommodate one toilet, shower, commercial wash basin, hand wash basin and urinal.
- Ensure tank has a clean-out hatch in a location convenient to sewage truck accessibility.
- Abide by all pertinent plumbing codes and obtain all permits and provide a certificate once work is inspected by the appropriate authority and deemed operable.

The contractor must consult with D.O.T., Nav Canada, Transport Canada, COPA, air carriers, airport stakeholders and others as appropriate to ensure that the materials meet current regulations (CAR Part III - TP 312 5th edition, etc.) if applicable.

Submit certificates to the Town.

2.2 Specific Contract Requirements

If a contract is awarded, the successful Proponent will be expected to enter into an agreement with the Town which will be reviewed prior to award.

2.3 Resources

The Preferred Proponent will need to provide all necessary permits, personnel, training, supervision, insurance and anything else needed to perform the Services in accordance with the Contract.

3. INSTRUCTIONS FOR PROPONENTS

3.1 Anticipated Timeline

The Town of Iroquois Falls anticipates the following RFP schedule:

Date of Issue of RFP #2022-01-ED	July 14th, 2022
Closing Date and Time	July 22nd, 2022 – 3 pm EST
Anticipated Notice of Award	July 26th, 2021

Late proposals, submitted after the Closing Date and Time will not be considered.

**Proponents may submit inquiries/questions to clarify the RFP requirements. All inquiries/questions shall be addressed to the Town Representative referenced in Section 3.6 who will respond to all inquiries via the email contact that each Proponent submitted when picking up their RFP Documents package.

3.2 Proposal Submission Instructions

Proposals must be received at Iroquois Falls Town Hall via mail, courier or in person to the Town's Representative at the address outlined in Section 3.6 on or before the Closing Date and Time as outlined in Section 3.1.

Submissions are to be clearly marked as "RFP #2022-01-ED CNE4 Damaged Septic Field/Tank Removal and Replacement (EMERGENCY)." Submission by email or fax will not be accepted.

The Town assumes no responsibility for lost, misdirected or late submissions.

3.3 Number of Copies

Proponents should submit two (2) hardcopies of their Proposal.

3.4 Amendments or Withdrawals to Proposals

Proposals may be revised by written amendment, delivered to the Town's Representative as outlined in Section 3.2 and Section 3.6 at any time before the Closing Date and Time. Telephone calls or emails amending or withdrawing Proposals will not be accepted.

3.5 Proponents' Meeting

A Proponents' meeting will be held July 19th, 2022 @ 8:30 AM at CNE4 for this RFP. Any inquiries should be submitted in writing to the Town's Representative named in Section 3.6.

3.6 Inquiries

All inquiries related to this RFP either technical or commercial in nature shall be made in writing and directed to the Town's Representative named below by July 21st, 2022 @ 3:00 PM EST. Information obtained from any person or source other than the person named below cannot be relied upon.

Town's Representative: Marc Dube, Planning and Zoning Officer

Contract Representative Address: Town of Iroquois Falls
230 Main Street, Box 100
Iroquois Falls, ON P0K 1E0

Telephone: 705-232-5700 extension 225

Email: mdube@iroquoisfalls.com

The Town of Iroquois Falls will respond to all reasonable inquiries by July 21st, 2022 @ 3:00 PM EST but reserves the right not to respond. Proponents finding discrepancies or omissions in the RFP should contact the Town's Representative immediately.

3.7 Addenda

The Town reserves the right to modify the RFP at any time prior to the RFP Closing Date & Time, at its sole discretion, by issuing one or more addenda setting out additions to, deletions from or alterations to the RFP. These addenda will become part of this RFP.

It is the Proponent's responsibility to check their email for these addenda. By delivery of the Proposal, a Proponent is deemed to have received, accepted and understood the entire RFP, including all addenda.

Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.

All inquiries shall be addressed to the Town Representative referenced in Section 3.6 who will respond to all inquiries via the email contact that each Proponent submitted when picking up their RFP Documents package.

Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda, and deemed to have considered the information inclusion in the Proposal submitted. The Town, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

3.8 Work Location & Conditions

The Proponent is fully responsible for obtaining all information for the preparation of their Proposal and for the execution of the Services. Without limiting the generality of the foregoing, the Proponent shall satisfy himself of any special risks, contingencies, regulations, safety requirements and other circumstances which may be encountered. No verbal agreements or conversation with any officer, agent or employee of the Town, either before or after the execution of the Agreement, shall effect or modify any of the terms or obligations herein contained.

3.9 Opening of Proposals

The Town of Iroquois Falls will open Proposals in private.

3.10 Signature

Proposals will be signed by a person authorized to sign on behalf of the Proponent and have the authority to bind statements made in the Proposal. If the Proponent is a partnership or joint venture, then the name of the partnership or joint venture and the name and signature of each partner or joint venture should be included.

3.11 Insurance and Indemnification

The successful proponent will present the Town of Iroquois Falls with an up-to-date Liability Insurance certificate valued at not less than two million dollars (\$2 million) per occurrence. An up-to-date WSIB certificate also is required to cover all eligible workers on site. All work will be performed in a safe and expedient manner as per 2022 Ontario Occupational Health and Safety Act and regulations. The Town of Iroquois Falls assumes no risk or liability for the safety of contractors and/or their employers in this workspace.

4. PROPOSAL FORM AND CONTENT

4.1 Package

Proposals should be submitted in a sealed package, marked clearly with the Proponent's name, title of the project and RFP reference number "CNE4 Damaged Septic Field/Tank Removal and Replacement (EMERGENCY) RFP#2022-01-ED".

4.2 Form of Proposal

Proposals shall be bound and be submitted in the following format:

Covering letter stating the official and operating names of the Proponent, indicating your understanding of the requirements of the proposal and signed by a person having authority to enter into agreements for your company or organization.

A page or section with the following information:

Official Company/Organization Name;
Physical & Mailing Address;
Telephone and cell numbers;
Email address;
Number of years in Business; and
Primary contact person.

A page with at least three (3) references from locations where similar services have been provided as well as dates – provide project, name, address, telephone and email contacts.

Full master plan proposal including total price including all disbursements, all expenses and all wages related to producing the master plan. All applicable taxes should be included but broken out of the total price.

5. EVALUATION CRITERIA

5.1 Evaluation

All proposals received will be initially evaluated to determine the degree to which each proposal meets the mandatory requirements of this RFP. Proposals that are noncompliant with the mandatory requirements may be subject to disqualification without further evaluation. Proponents are urged to ensure their proposal addresses all mandatory elements of this RFP.

5.2 Evaluation Criteria

The lowest or any Proposal will not necessarily be accepted. The Town has the right to accept the Proposal, in whole or in part, which, in its unfettered discretion, it deems most advantageous, and the

right to reject any and all Proposals in each case without giving any notice and without liability to any Proponent(s).

The Town shall evaluate Proposals based on the best value. The Town recognizes that “**best value**” is the essential part of purchasing a product and/or service and therefore the Town may prefer a Proposal with a higher bid price, if it offers greater value and better serves the Town’s interests, as determined by the Town, over a bid with a low bid price. The Town’s decision shall be final.

Proposals will be assessed against the following criteria when making the purchasing decision and assessing best buy, which are not intended to be exhaustive and are not ranked in order of preference or priority:

- Understanding and Methodology (criteria weighting 10%)
- Experience at Airports of similar size and complexity (criteria weighting 30%)
- Project examples of the Contractor and sub-contractors (criteria weighting 10%)
- Availability to complete the project within the timelines (criteria weighting 20%)
- Monetary amount of the proposal. (criteria weighting 30%)

Proposals must meet the following requirements:

- Proposal written in English
- Explanation of Proponent's Experience - list of completed or current work comparable to the Project including references;
- Explanation of sub-contractors' Experience - name(s) and brief description of previous experience of the sub-contractor(s);
- Cost Proposal - details cost proposals in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of taxes.
- Work plan with methodology.
- Time table / schedule.
- Example of a recent project.

*Preference will be given to Proponents who meet the following criteria:

- a) qualified proponents with regional experience and knowledge

The Town will compare all proposals to determine the strength and ability of each Proponent to carry out the Services in accordance with the Town’s objectives as outlined in **Section 2.1**

The Town will apply the criteria on a comparative basis, evaluating the Proposals in comparison to each other. The Proposal that offers the greatest value overall will be judged as most advantageous. The Town retains the additional right, in its sole discretion, to waive irregularities in the Proposals, whether of a minor or a major nature.

Proposals that contain qualifying conditions or otherwise fail to conform to these instructions to Proponents may be rejected.

The Town reserves the right, at its discretion, to negotiate with any Proponent it believes has the most advantageous Proposal or with any other Proponent(s) concurrently. In no event will the Town be required to offer any modified terms to any other Proponent prior to entering into a contract with the successful Proponent, and the Town shall incur no liability to any Proponent(s) as a result of such negotiations or modifications.

The Town will not be responsible for any costs incurred by the Proponents in preparing a response. The Town reserves the right to not proceed past the RFP stage.

5.3 Additional Information

The Town may request clarification or additional information from a Proponent and may consider such clarifications or additional information in evaluating the Proposal.

Subsequent to the submissions for proposals, interviews may be conducted with a short list of Proponents, however there is no obligation to receive any further information, whether written or oral, from any Proponent.

The Town will not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed.

5.4 Negotiation of Award and Acceptance

This is a Request for Proposals and not a call for tenders or request for binding offers. No contractual obligations will arise between the Town and any Proponent until and unless the Town and a Proponent enter into a formal, written contract for the Proponent to undertake the Services contemplated by this RFP. The Town intends to award a Proponent who submits a Proposal which, in the sole opinion of the Town, represents the best overall value to the Town.

After Proposals have been evaluated according to the Evaluation Criteria in **Section 5.2**, a Recommendation of Award will be brought to Town Council for approval.

The successful Proponent will be contacted with a notice of award.

Any resultant award will be made by means of a contract incorporating the Town's Terms and Conditions. The RFP and completed Form of Proposal will be incorporated by reference in the contract which will, together with the Terms and Conditions, for the contract between the Town and the successful Proponent.

6. RFP GENERAL CONDITIONS

6.1 No Obligation

This RFP is not a tender and as such, does not commit the Town in any way to select a Preferred Proponent or to proceed to negotiations for a Contract. The Town of Iroquois Falls reserves the right to, at any time, reject all Proposals and terminate this RFP process.

6.2 Proponent's Expenses

Proponents are solely responsible for any expenses in preparing and submitting Proposals and for any meetings, negotiations or discussions with the Town or its representatives and consultants, relating to, or arising from, this RFP.

6.3 No Claims

The Town and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims or compensation, whether for costs, expenses, losses or damages, or loss of anticipated profits, or any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP, including the event the Town accepts a non-compliant Proposal or otherwise breaches the terms of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim for loss of profits, or losses, damages or any other claims of whatsoever kind.

6.4 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the Town. The Town may reject a Proposal from any Proponent that the Town judges would be in a conflict of interest if the Proponent is awarded a Final Contract.

6.5 Solicitation of Council Members and Town Staff

Proponents and their agents will not contact any member of Town Council with respect to this RFP at any time prior to the award of a Contract or the termination of this RFP. The Town may reject the Proposal of any Proponent that makes such contact.

6.6 Confidentiality

All submissions become the property of the Town and will not be returned to the Proponent. All submissions will be held in confidence by the Town unless otherwise required by law.

The Town of Iroquois Falls is bound by the *Freedom of Information and Protection of Privacy Act of Ontario* and Proposals are subject to the disclosure requirements of the Act.

7. DEFINITIONS

In this RFP, the following terms will have the meaning set out below:

- a) "Town" means the Town of Iroquois Falls;
- b) "Town website" means www.iroquoisfalls.com ;
- c) "Closing Date and Time" has the meaning set out in **Section 3.1**;
- d) "Contract or Agreement" shall mean the Agreement made by mutual agreement between the Town and the Successful Proponent;
- e) "Contractor" shall mean and include the party or parties of the first part as named in the Contract Agreement. The individual, firm, co-partnership, corporation, subcontractors, and his, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, or corporation or his, their, or its surety under the Contract, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used referring to the work "Contractor", it shall mean the Contractor, as defined above.
- f) "Final Contract" means a formal written contract between the Town of Iroquois Falls and the Preferred Proponent to undertake the Services based on this RFP and following negotiations;
- g) "Preferred Proponent" means the Proponent selected to enter into negotiations for a Final Contract;
- h) "Proponent" means an entity that submits a Proposal;
- i) "Proposal" means a proposal submitted in response to this RFP in the form set out in **Section 4**;
- j) "RFP" means this Request for Proposals;
- k) "Services" has the meaning set out in **Section 2**; and
- l) "Term of Services" has the meaning set out in **Section 2.7**, which is to be finalized in Final Contract negotiations.