



REQUEST FOR

PROPOSAL

Pool Repairs

Prepared by:
The Corporation of the Municipality
of Powassan
250 Clark Street, Box 250
Powassan, ON P0H 1Z0

1. Purpose of Request for Proposal

The Municipality of Powassan (the Municipality) is inviting proposals from qualified bidders (the Proponent) for repairs to the Municipal pool floor and decking. All proposals are subject to the terms and conditions of this Request for Proposal, the accompanying specifications, and all other contract provisions or data that is incorporated.

It is the responsibility of the Proponent to review the sites and satisfy themselves with existing conditions prior to the submission of proposal documents.

2. Information and Instructions

2.1 Background Information

The Municipality of Powassan was created in 2001 through the amalgamation of the former towns of Trout Creek and Powassan and the Township of South Himsworth. The Municipality is a small urban/rural community with a population of approximately 3,300. It is located approximately 3 hours north of Toronto and 20 minutes south of North Bay.

The Municipality is governed by a Mayor and four Councilors. Residents are provided all standard municipal services, including water and sewer services.

Additional information on the Municipality can be found on the municipal website: <https://www.powassan.net/>.

2.2 Submission of Proposals

Proposals shall be submitted in the form and format specified in Section 4 and shall include a completed Form of Proposal attached as Appendix A to this document. A designated signing officer authorized to bind the Proponent to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Powassan in accordance with Section 2.5 must be acknowledged by the Proponent on the Form of Proposal.

Each Proponent is asked to submit one (1) sealed hard copy of the Proposal.

The hard copy of the Proposal must be delivered to the Lead Contact as specified in Section 2.3 of this RFP and must be received no later than 4:00 PM local time on Wednesday April 9, 2025. The Proposal must be labelled 'RFP-Pool Repairs'.

It is the responsibility of the Proponent to ensure that the Municipality receives its Proposal prior to the submission deadline, in accordance with the submission process outlined above. Proposals received after the submission deadline will not be considered.

2.3 Lead Contact

The Municipality of Powassan has endeavored to provide complete and correct information necessary for Proponents to properly assess and determine the scope and complexity of work prior to submitting a Proposal.

Proponents are solely responsible for determining if more information is required or if anything contained in this document appears incorrect or incomplete, and for contacting the Lead Contact identified below if they have any questions whatsoever prior to the closing date.

Information obtained from any source other than the Lead Contact is not official and may be inaccurate. The Municipality will not be responsible for any verbal statement, instruction, or representations.

All inquiries for this RFP must be directed by email to:

Brayden Robinson, Treasurer/Director of Corporate Services
brobinson@powassan.net

A Proponent may be disqualified if, during the period between the issuance of this Request for Proposal and the date of notification of the award, they contact any individual who is involved in this RFP process and who is not the Lead Contact. This is to ensure that all Proponents receive the same information and are treated equitably.

2.4 Required Review and Clarification

It is the responsibility of each Proponent to carefully review this RFP. Questions concerning clarification of the contents of this document must be received by the Lead Contact by no later than 4:00 PM local time on Friday March 28, 2025. This is to allow time for the issuance of any necessary addenda.

In submitting a Proposal, the Proponent acknowledges that they have read, completely understand, and accept the terms and conditions of the RFP in full. The Municipality of Powassan is not responsible for any misunderstanding of the RFP.

2.5 Amendments to the RFP

The Municipality may issue addenda to clarify and/or modify certain aspects of the RFP prior to the submission deadline. Addenda shall be posted by 4:00 PM on Monday March 31, 2025 to <https://www.powassan.net/> and shall be available in hard copy format at the municipal office upon request.

2.6 Opening of Proposals

There will be no formal opening of proposals. Proposals will be evaluated, and a recommendation brought to Council at the April 15, 2025 regular meeting. Proponents are welcome to attend this meeting at their own cost.

2.7 Rights of the Municipality of Powassan

The Municipality of Powassan reserves the right to:

- a) Make public the names of any or all Proponents and their quoted fees
- b) Verify with the Proponent or with a third party any information set out in their Proposal
- c) Disqualify any Proponent whose Proposal contains misrepresentations, any other inaccurate or misleading information, or any qualifications
- d) Disqualify any Proponent who has engaged in conduct prohibited by this RFP
- e) 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
- f) Select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Municipality
- g) Cancel this RFP process at any stage
- h) Cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables
- i) Accept or reject any or all Proposals in whole or in part
- j) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal
- k) If a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent
- l) Enter into negotiations with the selected Proponent to obtain cost savings, additional services, or any other matter

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

2.8 Not Responsible for Costs

The Municipality shall not pay any costs associated with the preparation, submission, or presentation of the Proponent's Proposal. The Municipality shall not be liable for any expenses, costs, or losses suffered by the Proponent or any third party resulting from the Municipality exercising any expressed or implied rights under this RFP.

2.9 Proposal Expiry Date

Proponents hereby acknowledge that their Proposals shall be irrevocable for a period of 90 days after the submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Powassan and the successful Proponent and may be initiated by either party.

2.10 Confidentiality and Ownership

Any information provided to the Proponent by the Municipality before, during, or after the RFP is completed shall be treated as confidential and shall not be used or communicated by the Proponent or any third party in any way unless otherwise identified or permitted by the Municipality of Powassan or under Federal/Provincial legislation. Information, reports, documentation, plans, etc. that are produced by the successful Proponent in response to this RFP shall become the exclusive property of the Municipality of Powassan. However, intellectual property such as specific tolls, templates, and processes that the Proponent provides as part of the deliverables remains the property of the Proponent if so requested.

2.11 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Powassan. This information shall be an integral component of the submission. All written Proposals received by the Municipality become a public record. Once a Proposal is received by the Municipality and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

2.12 Municipal Information Waiver

All information contained in this document and any potential subsequent addenda, with respect to operations, qualities, values, description of properties, losses, etc., are reasonably and realistically accurate to the best of the Municipality's knowledge. However, accuracy is not guaranteed by the Municipality.

2.13 Indemnification

The successful Proponent must agree to keep the Municipality indemnified against any and all claims, actions, or demands that may be brought, made, or arise in respect of anything done or omitted to be done by the successful Proponent or its employees, who shall be and remain at all times and for all purposes the servants or employees of the successful Proponent, save and except to the extent that such claims, actions, or demands arise from or relate to the negligence, wrongful act, or omission of the Municipality or any of its officers or employees.

2.14 Termination of Contract

The Municipality reserves the right to immediately terminate a contract with the successful Proponent for sufficient cause, including but not limited to non-performance, late deliveries, inferior quality, and fee issues. Either party may terminate a contract by providing the other party with 30 calendar days' written notice including the reason for

termination. In the event of such termination, the Proponent will be paid for services up to and including the date of termination.

2.15 Legal Proceedings with the Municipality

No Proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract, bid submission, or business transaction.

2.16 Request to Withdraw a Submitted Proposal

Requests for the withdrawal of a Proposal shall be allowed if the request is made prior to the closing date and time. Requests shall be directed to the Lead Contact by letter or email, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same RFP.

2.17 Adjustment to a Proposal

Adjustments by telephone, fax, email, or letter to a submitted Proposal will not be considered. A Proponent desiring to made adjustments to a Proposal shall withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified closing date and time.

2.18 Proposal Returned Unopened

A Proposal received after the closing date and time shall be noted and returned unopened to the Proponent. If a late Proposal is received without a return address on the envelope, it shall be opened to obtain the address and then returned. The covering letter will advise why the submission was not returned unopened.

2.19 Submission of More Than One Proposal

If two (2) or more Proposals are received from the same Proponent for the same RFP, the Proposal with the latest time and date received shall be considered the intended Proposal.

2.20 Additional Requirements

- a) The use of qualified sub-contractors by the Proponent to perform specific duties while under contract is permitted only if the Proponent declares such use in the Proposal or if the successful Proponent receives written approval from the Municipality.

- b) The successful Proponent shall, throughout the term of the contract, obtain and maintain in force a General Liability Insurance and/or Professional Liability Insurance coverage of not less than \$5,000,000 per occurrence inclusive, to indemnify and hold harmless the Municipality against any liability which may arise from the successful Proponent’s activities under this contract. The successful Proponent must provide a certificate of insurance within 30 days of awarding the contract.
- c) The successful Proponent shall ensure that all services and products provided in respect to this proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under the Occupational Health and Safety Act.

2.21 Proposed Timeline

The timeline set out below is the Municipality’s best estimate of the schedule that will be followed. It is intended to be for guidance purposes only.

| | |
|---|--|
| RFP Issue Date | March 12, 2025 |
| Deadline for submission of questions (see Section 2.4) | March 28, 2025, 4:00 p.m. |
| Deadline for addenda to be posted on the Municipality website (see Section 2.5) | March 31, 2025, 4:00 p.m. |
| Submission Deadline | April 9, 2025, 4:00 p.m. |
| Recommendation taken to Council | April 15, 2025 |
| Notification of Award | Within ten (10) calendar days following Council decision |

3. Scope of Work

The Municipality of Powassan is seeking Proponents to provide repairs to the concrete pool floor and pool deck at the Powassan Lion’s Pool, located at 355 Edward St, Powassan, ON.

Remarking the poolside markings should be included with the deck repair, meeting all public pool regulations under the Ontario Health Protection and Promotion Act, R.S.O. 1990.

3.1 General Requirements

The replacement of concrete shall include, but not be limited to, proper preparation for and installation of concrete reinforcement bar, acid wash, installation of new concrete, gravel and finishing materials. The Pool decking shall have typical pool finishes. The pool bottom shall include 2 coats of high build epoxy paint. All construction and repairs shall meet Ontario Building Code sections 3.11 and 3.12.

3.2 Warranty

The repairs must include a minimum 2-year warranty for all surfaces, and a minimum 2-year warranty on all materials and construction performed by the Proponent. Proponents shall detail all applicable warranties available, specifically outlining and inclusions/exclusions.

3.3 Project Schedule

The work must be completed to the satisfaction of the Municipality by Friday June 13, 2025.

3.4 Service Locates

It is the responsibility of the Proponent to arrange for service locates. Any damage that occurs to the existing plant of these utilities, caused by neglect of the Proponent, shall be the Proponent's responsibility.

3.5 Inspection/Testing

The Proponent will not receive payment for any aspect of the work that cannot be tested or inspected to the satisfaction of the Municipality.

3.6 Restoration

To be completed by the Proponent.

4. Submission Requirements

Proponents are asked to submit a proposal which contains all of the information detailed below.

4.1 Format

For the Municipality of Powassan to evaluate proposals fairly and consistently, Proponents should follow the format set out herein and provide all of the information as requested. Failure to provide all required information as detailed in this RFP may result in the Proponent being disqualified or scoring poorly in the evaluation. Proponents are encouraged to provide any additional information not specifically outlined in this RFP that they believe would be of value in evaluating their Proposal.

4.2 Professional and Corporate Information

Proposals must include the following information:

- Summary of the proposal and recommended design.
- List of key company project personnel who will be responsible for the project.
- List of sub-contractors and which component they are responsible for.
- List of three references identifying similar projects completed within the last five

(5) years.

4.3 Conflict of Interest

Proponents are required to disclose any activities or existing relationships which may be perceived as a conflict of interest. Failure to adequately disclose any such conflicts of interest will result in the disqualification of the Proposal.

4.4 Fee Structure

Proposals shall include the overall project cost breakdown, separated as follows:

- Powassan Pool Bottom Repairs, Acid Wash and Epoxy
- Powassan Pool Deck Repair

4.5 Project Schedule

Proposals shall include a project schedule, including key dates and a deadline by which the work will be completed. As noted in Section 3.3 as above, the project must be completed no later than Friday June 13, 2025. Failure to complete the project by this deadline will result in the Proponent being subject to liquidated damages, in the amount of one hundred (\$100.00) dollars per calendar day the project is delayed beyond the required completion date.

5. Evaluation Criteria

As part of the evaluation process, the Municipality may contact one or more Proponents to clarify or obtain more information about their Proposal or substantiate any details contained therein. Discussions will only be held with Proponents who have submitted a Proposal deemed reasonably acceptable for award.

The Municipality of Powassan may make their award(s) on the basis of the Proposals, without seeking additional information and/or clarification. Therefore, each initial Proposal should reflect the best efforts of the Proponent and include all required documentation as set out in the RFP.

An evaluation of each Proposal will be conducted using the criteria established below. The results of these evaluations will be used to make a recommendation to Council.

- a) The appearance and utility of the proposed solution
- b) Proponent's experience and knowledge as it relates to the scope of work
- c) The cost of the proposed solution
- d) Warranty (duration, coverage)
- e) The timeliness of the project schedule

Schedule A: Form of Proposal

The Municipality of Powassan is inviting proposals under RFP 2025-001- Pool Repairs.

Company Name: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

I/We, the Undersigned, having examined this Request for Proposal and the site of the proposed work, and having read, understood, and accepted the Provisions, Drawings, Specifications, and Conditions listed herein, each and all of which form part of this Proposal, hereby offer to complete the Scope of Work as outlined herein in strict accordance with the Provisions, Drawings, Specifications, and Conditions, as well as all governing regulations.

| Item | Description | Qty/Unit | Price |
|------|---|------------|----------|
| 1. | Powassan Pool Bottom Repairs, Acid Wash and Epoxy | 1/Lump Sum | \$ |
| 2. | Powassan Pool Deck Repair | 1/Lump Sum | \$ |
| | | Subtotal | \$ _____ |
| | | HST (13%) | \$ _____ |
| | | Total | \$ _____ |

Signature of Witness

Signature of Authorized Representative of Firm
I have authority to bind the Firm.

Name of Witness (Please Print)

Name of Authorized Representative of Firm (Please Print)

Address of Witness (Please Print)

Title of Authorized Representative of Firm (Please Print)

Date

Date