



The Municipality of Brockton is looking for proposals to replace the waterline tile at the Centennial Park Pool.

A Request for Proposals (RFP), which includes instructions for its completion, is attached.

Respondents to this RFP shall submit completed proposal in a sealed envelope, clearly marked with:

“Proposal for Brockton Pool Tile”

The proposal must be submitted by **1:00 p.m. on April 1, 2019** to the following address:

Municipality of Brockton
Attn: Mike Murphy
100 Scott Street, Box 68 Walkerton,
ON N0G 2V0
mmurphy@brockton.ca

1.0 Introduction

1.1 Objective

The Municipality of Brockton is looking for proposals to replace the Waterline Tile at Centennial Park Pool.

1.2 Definition of Terms

The following terms/abbreviations are defined as listed below unless otherwise specified:

Proponent means the vendor responding to the Request for Proposal.

RFP means Request for Proposal.

1.3 Contacts

Any clarification of this document or request for additional information should be directed to

Mike Murphy
Acting Director of Parks and Recreation
Phone: (519) 881-2223 Ext. 300
Email: mmurphy@brockton.ca

To schedule site viewing for completion of proposal contact

Eric McDougall
Parks, Recreation and Facilities Supervisor
Phone: 519-881-0625 Ext. 202
Email: emcdougall@brockton.ca

1.4 Proposed Project Timing

RFP Issuance	February 6, 2019
RFP Closes	April 1, 2019
Award Date	TBD
Completion Date	May 17, 2019*

*Completion date may be extended upon approval of the Director of Parks and Recreation if weather conditions delay the start of the project.

2.0 General Scope of Work

The general scope of services includes:

- a) Replace Waterline Tile: Remove and dispose of existing waterline tile and epoxy finish at top of pool wall.

- b) Hydroblast area where tile and epoxy was to remove all residual thinset, any loose concrete, etc.
- c) Supply and install scratch coat for proper, sound surface to lay tile.
- d) Supply and install new 1" x 1" waterline tile, including new nosing/handhold tile and tile on deck 8" wide where epoxy finish was.
- e) Use only Laticrete platinum 254 thin set and Spectralock PRO epoxy grout.
- f) Supply and install new solid black 6" tile disc at deepest point of pool, along with 2" delineation tile around main drains as per code.
- g) Supply and install new caulking at perimeter of pool at edge of new tile finish
- h) Remove debris, leave broom clean.
- i) Additional Work (optional): Replace Main Drain Covers, New Pool Heater, Pool Side Climbing Wall, Replace 3M Dive Stand and Board,
- j) Provision of all permits required for the project
- k) Provision of all materials required for the project

3.0 General Terms and Conditions

3.1 RFP Closing Time and Date

Proposals, clearly marked as to contents, will be received by mail or email until

April 1, 2019 1:00pm, (local time)

and should be delivered to:

Municipality of Brockton
Attn: Mike Murphy
100 Scott Street, PO Box 68
Walkerton, ON N0G 2V0
mmurphy@brockton.ca

Proposals received after the closing time and date **will not be accepted**. Please allow yourself sufficient time to deliver your proposal.

Interested proponents must understand and agree that this is an Invitation for Proposal, not a tender call. Proponents responding to the RFP do so **at their own risk**. No cost for the Request for Proposal or receiving of proposal will be incurred by the Municipality of Brockton.

3.2 Proposal Requirements

The proposal shall include:

- a) One printed copy or an emailed copy of the response to the Request for Proposal shall be provided. Each copy is to include a cover that clearly

identifies the responding firm and the individual who will be the primary contact person, a statement of the firm's understanding of the service to be performed and a commitment to provide the service as indicated in this RFP;

- b) The proposed cost for the project including any incidental fees;
- c) Provide a minimum of 3 references with detailed contractor experience/ qualifications
- d) Provide 5 year warranty on all materials and workmanship
- e) The signature of an authorized individual to bind the firm. The proposal must be a firm offer for a ninety-day period.

3.3 Fees

Fees shall be quoted in Canadian funds, open for acceptance for 90 days after closing of the RFP. Fees shall include all taxes where applicable.

3.4 Disclosure - Freedom of Information and Protection of Privacy Act

All correspondence, documentation and information provided shall become the property of the Municipality. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written proposals received by the Municipality become a public record, once a proposal is accepted by the Municipality of Brockton, and a contract is signed, all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to Fiona Hamilton, Clerk at the Municipality of Brockton.

3.5 Clarification of Proposals

Following the closing date of the RFP the Municipality of Brockton shall undertake whatever evaluation activities it deems necessary to verify claims and evaluate the Proposal.

3.6 Award

The award, subject to Council approval, shall be made to the Proponent. The lowest or any particular proposal will not necessarily be accepted.

The Municipality reserves the right, in its absolute discretion, to reject any or all proposals, or to award the contract to other than the proponent quoting the lowest fee, provided that Council, in its sole and absolute discretion, decides that it is in the best interest of the Municipality of Brockton to do so.

3.7 Negotiations

The Municipality of Brockton reserves the right to enter into negotiations with the “Proponent of Choice” after shortlist and evaluation. The Municipality of Brockton may terminate negotiations if an agreement in keeping with the Municipality of Brockton’s criteria cannot be met. No proponent shall have rights against the Municipality of Brockton arising from such negotiations or termination thereof.

If, after successful negotiations with the proponent of choice and the Municipality of Brockton has formally accepted the designated proponent’s final submission, a contract may be confirmed, in the form of the Municipality of Brockton’s endorsement of a negotiated document from the recommended proponent’s firm.

3.8 Consultants Indemnification

The successful proponent shall indemnify and save harmless Municipality of Brockton employees and its agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, bought or recovered against the Municipality of Brockton by reason of any act or omission of the Consultant, their agents or employees, in the execution of their work.

3.9 Insurance Requirements

The successful proponent shall put in effect and maintain in its name, at its expense, all the necessary insurance that would be considered appropriate undertaking this type of operation for the period during which the Agreement is in effect with insurers acceptable to the Municipality, including:

Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy shall include:

- The Corporation of the Municipality of Brockton as an additional insured;
- Cross liability
- Contractual liability;
- A thirty (30) day written notice of cancellation
- WSIB

The successful proponent shall provide the Municipality with a valid Certificate of Insurance as evidence of the above coverages upon signing the agreement.

3.10 Accessibility Standards for Customer Service

The Proponent must comply with the Municipality of Brockton Accessibility for [Accessible Customer Service Policy #A22-2009-64](#) and the Municipality of Brockton [Integrated Accessibility Standards Policy #A22-0100-12](#)

Website or other preapproved training would be considered an acceptable form of

training. A waiver form will be required from the successful proponent.

3.11 Health and Safety

The following information is required to be obtained prior to the final awarding of the contract to the successful proponent:

- Clearance Certificate or Letter of Independent Contractor Status issued by the Workplace Safety Insurance Board (WSIB) directly to the Municipality;

3.12 Laws

The final contract with the successful proponent shall be governed by the laws of the Province of Ontario.

3.13 Conflict of Interest

Under no circumstances will proposals be considered which are received from a proponent (including its officers, directors, shareholders, employees and affiliates) which has a claim or has instigated or prosecuted legal proceedings (in any forum) against the Municipality during the five year period immediately prior to the date hereof.

The Corporation reserves the right to disqualify a proponent where the Consultant Selection Team believes a conflict of interest or a potential conflict of interest exists with regards to the proponent and the intended project.

No subcontractors or collateral agreements shall be permitted with respect to the work of this assignment, except with the Recruitment Team's express written consent and, in advance of commencement of subcontracted activities.

4.0 RFP Evaluation Criteria

The Municipality of Brockton will consider the following when evaluating the proposals and making their recommendation to council.

- Experience, Reputation and Resources
- Work Plan and Timelines
- Financial

5.0 Payment for Services

Payment shall be made based on detailed invoicing, submitted on a regular basis as mutually agreed upon by both parties.