



THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE
BID OPPORTUNITY
CONTRACT NO. 39T-FIR-2019
FOR FIRE STATION 3 RENOVATION

USE INK OR
TYPEWRITER

Name of Firm

Address Postal Code

Telephone Number Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person Company Web site

CLOSING DATE AND TIME:

2:30:00 P.M., Local Time
March 29, 2019

TENDERS RECEIVED BY:

Finance Department
Municipality of Port Hope
56 Queen Street
Port Hope, ON L1A 3Z9

Inquiries:

Sarah Crooks, Procurement Administrator
procurement@porthope.ca
Phone: 905-885-4544 EXT 2203

Issued: March 8, 2019

Contract No. 39T-FIR-2019

Description: For Fire Station 3 Renovation

Closing Time: 2:30:00 P.M., Friday, March 29, 2019

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Contract No. 39T-FIR-2019

Description: For Fire Station 3 Renovation

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INFORMATION FOR BIDDERS – SUMMARY SHEET

The following is a summary of some of the key requirements included in the attached document. The details of each requirement are provided in the attached document. This information summary is provided for the convenience of the bidders only. It is not necessary to return this summary sheet with your submission.

NOTE:

Bidders must consult Part “A”, Instructions to Bidders, Part “B”, Terms of Reference/Specifications and Part “C”, Standard Terms and Conditions to ensure that they have included all information required for this RFT/RFP/RFQ. Bidders shall also note that Part “D”, Form of Tender/Proposal or Quotation must be completed, executed, and submitted at the time of closing.

- ◆ Project Description: Fire Station 3 Renovation
- ◆ Reference Number: 39T-FIR-2019
- ◆ Term of Agreement: June 2019
- ◆ Question Period Close: Friday March 22, 2019, 4:30:00 P.M., Local Time
- ◆ Closing Date: Friday March 29, 2019, 2:30:00 P.M., Local Time
- ◆ Opening Location: 56 Queen Street, Port Hope, ON L1A 3Z9
- ◆ Site Meeting Mandatory: Yes No Date: Wed. March 20, 2019 Time: 9:00:00 A.M.
Location: 3585 Ganaraska Rd, Campbellcroft ON, L0A 1B0
- ◆ Schedule of Prices to be completed in whole: Yes No
- ◆ Prices Read out at Public Opening: Yes No

Submission Requirements Checklist:

- ◆ Original plus two (2) additional copies in sealed envelope/carton Yes No
- ◆ Envelope/Carton clearly marked with Contract # and Description on outside Yes No
- ◆ Signed Form of Tender/Proposal or Quotation Yes No
- ◆ Bid Deposit: Yes No
If Yes Amount: 10%
- ◆ Agreement to Bond (or approved equivalent): Yes No
If Yes, Performance Bond 100% Labour/Materials Payment Bond 100%
- ◆ Fidelity Bond: Yes No
- ◆ 10% Holdback Applicable: Yes No
- ◆ References Mandatory? Yes No
- ◆ Sample Products Required? Yes No
- ◆ Subcontractor Form Required? Yes No
- ◆ Any other Certifications Required? Yes No
If Yes Specify:
- ◆ WSIB Certificate or WSIB Independent Operator Confirmation Required: Yes No
- ◆ Commercial General Liability Insurance Required: Yes No
If Yes Amount: \$2,000,000 or \$5,000,000
- ◆ Automobile Insurance Required - Amount: \$2,000,000: Yes No
- ◆ Inquiries: Contact Name: **Sarah Crooks, Procurement Administrator**
Telephone No.: **905-885-4544 ext. 2203**
Email: **procurement@porthope.ca**

DEFINITIONS AND INTERPRETATIONS

1.0 DEFINITIONS

Wherever a term set out below appears in the text of this Request for Tender (*RFT*) in italics, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this *RFT* in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- (a) **Alternative** means a choice of things, each being fully compliant.
- (b) **Bidders' List** means a list maintained by the *Municipality* containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the *Municipality* from time to time.
- (c) **Bidder(s)** means all persons, partnerships or corporations who respond to this *RFT*, and includes their heirs, successors, and permitted assigns.
- (d) **Municipality** means *The Corporation of the Municipality of Port Hope* and includes its successors and assigns.
- (e) **Contract** means the agreement to be entered into between the *Contractor* and the *Municipality* with respect to the supply of the *Equipment* and *Services*. It shall be based upon this *RFT*, with any agreed upon amendments, and shall also include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the *Equipment* or *Services*.
- (f) **Contractor** means the *Bidder(s)* whose *Tender(s)* is/are accepted and who has/have agreed to supply the *Equipment* and *Services* as described in the *Contract*. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, sub-contractors and suppliers.
- (g) **Equipment** means all goods, materials, articles, equipment, software, intellectual property (or any part of them) and vehicles as described in the Specifications attached to this *RFT* as Part B and acquired through the inclusion of such equipment in a schedule to the *Contract* from time to time throughout the term of the *Contract*.
- (h) **Improper** means a *Tender* that is not in conformity in some manner with the requirements of this *RFT* but will be reviewed by the *Municipality* to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the *Municipality*.
- (i) **Tender(s)** means the *Bidder's* submission in response to this *RFT*, including the specifications, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the *Equipment* or *Services* or to the quantities as shown of acceptable materials to be furnished under the *Contract*.
- (j) **RFT** means this Request for Tender/Quote/Proposal document, including all schedules, parts and attachments, as issued by the *Municipality*, including any addenda or amendments made to it after initial issue.

- (k) **Services** means the services as required and described in Part B, Specifications of this *RFT* and *Equipment* is as described in the Specifications attached to this *RFT* as Part B and the Schedule of Prices attached to this *RFT* as Part D.
- (l) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

2.0 INTERPRETATION

The following rules of interpretation apply:

- (a) The term 'best value' means the most cost efficient and effective manner of supplying the *Equipment* or *Services* in the sole and unfettered opinion of the *Municipality*.
- (b) Where any mention is made to the masculine gender in any part of this *RFT* or the *Contract*, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- (c) Each reference to Provincial legislation in this *RFT*, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- (d) The words "shall", "will", and "must" used in this *RFT* denote imperative and mean "a requirement having a significant degree of importance to the objective of this *RFT*".
- (e) The words "should" or "may" used in this *RFT* denotes permissive.
- (f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTION TO BIDDERS

1.0 CONTRACT / INTENT

- (a) The intent of the *Contract* is to secure one *Contractor* for all *Equipment* and/or *Services* complete and suitable for the *Municipality's* intended use but the *Municipality* reserves the right to choose more than one *Contractor*.
- (b) The intent of this *RFT* is to secure the equipment or services outlined herein in accordance with the terms, conditions, specifications and appendices and attachments of this *RFT*. The *Municipality* may or may not enter into a *Contract* as a result of the issuance of this *RFT*. The *Municipality* may accept any *Tender* in whole or in part, whether the price or prices be the lowest or not, and may reject any and all *Tenders* in whole or in part.

2.0 TENDER DELIVERY & OPENING

- (a) *Tenders* made on the forms provided must be clearly marked showing the contract number found on the front of the RFT and throughout the document and must be submitted **not later than 2:30:00 p.m.**, Local Time, on the date shown on the front of the RFT and throughout the document (the "deadline for submission"), to the following address and to the attention of the following individual.

The Corporation of the Municipality of Port Hope
56 Queen Street
Port Hope, Ontario
L1A 3Z9

Attention: Sarah Crooks, Procurement Administrator

- (b) The time stamp in the Finance Department is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of Requests for Tenders / Proposals / Quotations / Pre-Qualifications, Expressions of Interest or any other competitive bidding document issued by the Municipality. *Tenders* received at 2:30:00 P.M., as shown on the time stamp in the Finance Department, are "on time" and will be accepted. Any *Tenders* received after 2:30:00 P.M. as shown on the time stamp in the Finance Department are late and therefore considered non-compliant. Such *Tenders* will be rejected and returned unopened to the *Proponent* without exception.
- (c) The use of the mail or courier services for delivery of a *Tender* will be at the risk of the *Bidder*. The *Tender* must come into the possession of the above-mentioned representative of the *Municipality* before the deadline for submission or the *Tender* will be returned to the *Bidder* unopened.
- (d) In the event that the *Tender* is hand delivered or and is received past the deadline for submission, the *Tender* envelope will be time stamped and returned unopened to the deliverer immediately.
- (e) **NOTE:** *Tenders* must be submitted in a sealed envelope or carton clearly marked on the outside with the *Contract* number and description.

Submissions that do not show the *Contract* number and description will be returned to the proponent unopened. Submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.

- (f) Requests for adjustments to submitted *Tenders* will not be considered.
- (g) The *Municipality* shall not be liable for any cost of preparation or presentation of *Tenders*, and all *Tenders* and accompanying documents submitted by the *Bidder* become the property of the *Municipality* and will not be returned. There will be no payment to *Bidders* for work related to and materials supplied in the preparation, presentation and evaluation of any *Tender*, nor for the *Contract* negotiations whether they are successful or unsuccessful.
- (h) *Tenders* will be opened at a public tender opening meeting immediately following the deadline for submission at the Municipality of Port Hope Town Hall, 56 Queen Street, Port Hope, Ontario unless otherwise noted on the Bid Document cover sheet. *Bidders* are invited to attend. Requests for information as disclosed at the public opening shall be in writing, directed to the Municipality of Port Hope.
- (i) The *Municipality*, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any *Bidder*, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the *Municipality* of any *Tender*, or by reason of any delay in the acceptance of any *Tender*.

3.0 TENDER SUBMISSION and CONTENT

- (a) Bidders must submit one (1) original signed copy and two (2) copies of the completed tender document.
- (b) Tenders will be deemed complete if they include:
 - i. A completed and executed Agreement to Contract - Form of Tender and Schedule of Prices, attached to this *RFT*.
 - ii. A completed List of Subcontractors, attached to this *RFT*.
 - iii. Reference list, attached to this *RFT*. Bidders must provide three appropriate references; listing completed projects of a similar size and nature, including contact names and telephone numbers.
 - iv. A Bid Deposit (where applicable) as detailed in the Information for Bidders – Summary Sheet found at the front of this *RFT*.
 - v. An Agreement to Bond (where applicable) or approved equivalent as detailed in the Information for Bidders – Summary Sheet found at the front of this *RFT*.
 - vi. If any of the above information (items (i) through (v) inclusively) is missing or deficient, the Municipality reserves the right, in its sole and unfettered discretion, to request written clarification, or, to reject the Tender in its entirety.
- (c) Submission of a *Tender* will constitute acceptance of all provisions contained in this *RFT* on the part of all *Bidders*.
- (d) When submitting a *Tender*, *Bidders* must ensure that all areas of this *RFT* that require information are completed and submitted in accordance with the instructions, including but not limited to: Deposits, Agreement to Bond or Letter of Undertaking

forms if applicable and completed original Schedule of Prices. Failure to do so may result in the incomplete *Tender* being rejected.

- (e) All *Tenders* must be made upon the Form of Tender/Agreement to Contract attached to this RFT. The Form of Tender / Agreement to Contract must be executed with an original signature and remitted prior to the deadline for submission or it will be rejected.
- (f) Signatures should be made in blue ink. If a joint *Tender* is submitted it must be signed by signing officers of each of the joint *Bidders*.
- (g) *Tenders* which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared *Improper* and may be rejected. *Tenders* must be legible, written in ink, or by typewriter/computer. *Tenders* written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the price bid. Mathematical errors made by the bidder extending unit prices will be corrected by the Municipality.
- (h) Any erasures or corrections to a *Tender* must be initialled or noted by the *Bidder* or the *Tender* may be deemed as *Improper* and may not be considered.
- (i) None of the conditions contained on the *Bidder's* standard or general conditions of sale shall be of any effect unless explicitly agreed to by the *Municipality* and specifically referred to on the purchase order.
- (j) If after reading the *RFT*, your organization does not wish to submit a *Tender*, **do not forward the material to another organization. Discard/recycle the material and return a completed "Notice of No Bid" and/or return all materials immediately to the Municipality.** Failure to submit a *Tender* or to return the "Notice of No Bid" on invitation may result in the removal of the *Bidder's* name from the *Municipality's Bidders' List*.

4.0 INQUIRY

- (a) All inquiries regarding this *RFT* shall be directed, in writing, or by email to the attention of the person shown on the front of the *RFT* package and throughout the document.
- (b) Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of this *RFT*.
- (c) Any inquiries will be responded to in writing. Any clarification shall not alter the *Tender*. Oral arrangements or discussions are not binding and cannot be relied upon.
- (d) If during the period prior to submission of *Tenders*, the *Municipality* determines, in its sole and unfettered discretion, that part of the *Tender* requires formal amendment or clarification, written addenda to this *Tender* will be produced and distributed to all known *Bidders*. In that case, the *Tenders* shall identify the addenda and indicate how they respond to them.

- (e) *Bidders* attempting to contact *Municipal* staff or elected officials other than the contact indicated in this *RFT*, for whatever reason during the *Tender* or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the *Bidder's List*. If consultation is deemed to be necessary by the *Municipality*, a pre-tender meeting of all *Bidders* and *Municipal* staff will be arranged at a location of the *Municipality's* choosing. The *Municipality* reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- (f) No officer, agent or employee of the *Municipality* is authorized to verbally alter any portion of this *RFT*. During the period prior to submission of *Tenders*, any clarification will be issued in the form of written addenda. The *Bidder* shall list and attach any addenda that were considered when the *Tender* was prepared. Failure to execute and return any and all addenda issued by the *Municipality* will result in the *Tender* being deemed as *Improper*.
- (g) All references to *Bidder* include all staff from the proposing organization as well as all contractors and subcontractors that the proposing organization may hire to supply the *Equipment* or *Services*.
- (h) Any questions to interpretation of Specifications or the bid process shall be addressed to the contact indicated in this *RFT*, in writing, in ample time before the deadline for submissions. No inquiries, if received within four (4) days of the deadline for submissions, will be given any consideration.

5.0 ACCEPTANCE OF TERMS

Each *Bidder*, by submitting a *Tender*, represents that the *Bidder* has read, completely understands, and accepts the terms, conditions, and specifications of the *RFT* in full.

6.0 NON-EXCLUSIVE

Bidders should note that any *Contract(s)* awarded as a result of this *RFT* will be non-exclusive. The *Municipality* may, at its sole and unfettered discretion, purchase the same or similar *Equipment* or *Services* from other sources, including but not limited to other *Bidders*, during the term of the *Contract(s)*.

7.0 BID DEPOSIT

- (a) The amount of the Bid Deposit, if required, is provided in the Information for Bidders - Summary Sheet provided at the front of this *RFT*. A bid deposit, if required, must be submitted in one of the following forms:
 - certified cheque, bank draft, money order, drawn on a Canadian Chartered Bank and made payable to the order of the Municipality of Port Hope in the amount of 10% of the total bid submitted (including all charges, taxes contingencies and allowances); or
 - a bid bond from a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of the Corporation of the Municipality of Port Hope, equal to, or greater than, ten (10%) percent of the total bid submitted (including all charges, taxes, contingencies and allowances); or

- cash in the amount of 10% of the total bid submitted (including all charges, taxes contingencies and allowances).

NOTE: The Bid Deposit may also be requested for a specific dollar amount as indicated on the Information for Bidders – Summary Sheet. In such cases all of the forms of Bid Deposit outlined above are acceptable providing they are equivalent in value to the dollar amount specified (including all charges, taxes, contingencies and allowances) on the Information for Bidders – Summary Sheet. The bid deposit must remain valid for the period of irrevocability detailed in Part C of this *RFT*. If a bid deposit is submitted in a form other than as specified above, the *Tender* may be rejected. If a bid deposit is not submitted the *Tender* will be rejected.

- (b) Once the *Contractor* has complied with the submission requirements outlined in the *RFT* and a *Contract* is executed by the duly authorized official of the *Municipality*, the retained deposits will be returned by Registered Mail, courier or hand delivery.
- (c) **Failure to provide (where required) a Bid Deposit noted in Item 7 above, an Agreement to Bond noted in Item 8 above , OR the alternate Surety noted in Item 9 below, will result in the bid being rejected.**
- (d) When supplying Bid Bonds from a Surety company as the form of bid deposit, the original signed and sealed Bid Bond only is acceptable. Photocopies of Bid Bonds or Bid Bonds sent by facsimile will be declared improper and the bid rejected.

8.0 **AGREEMENT TO BOND** (alternative to item 9, Surety Requirement)

The details of an Agreement to Bond or approved equivalent, if required, are provided in the Information for Bidders – Summary Sheet provided at the front of this RFT. In the event that Surety Bonds are required for this project, the following details apply:

- (a) The Contractor, together with a Surety Company approved by the Municipality and authorized to carry on business in the Province of Ontario, shall furnish to the Municipality a Performance Bond in the format of CCDC 221 and/or a Labour and Materials Payment Bond in the format of CCDC 222 as a percentage of the total bid price shown on the Information for Bidders – Summary Sheet. The Surety Bonds may also be requested for a specific dollar amount as indicated on the Information for Bidders – Summary Sheet. These bonds must cover the faithful performance of the Contract, and/or the payment of all obligations under the Contract and shall be issued by a surety company licensed to do business in the Province of Ontario unless otherwise indicated; the warranty period on the Performance Bond must be one (1) year following completion of the project. The Performance Bond and/or Labour and Materials Payment Bond must be provided to the Municipality within 10 days notice to the bidder of contract award. Failure to provide said bonds to the Municipality within 10 days will result in the Municipality redeeming any Bid Deposit that has been provided.
- (b) An “Agreement to Bond” form ensuring that a Performance Bond and/or Labour and Materials Payment Bond can be supplied constitutes part of the RFT and must be completed, duly signed and executed, and returned with the Tender in the enclosed envelope or sealed carton, clearly identifying the RFT contract number, description and contents as identified in within the RFT. A sample Agreement to Bond Form is

included with this RFT but Proponents are advised that an Agreement to Bond as supplied by your Surety Company or financial institution indicating that your company is capable of will be sufficient, provided it includes all terms indicated on the Municipality's form.

9.0 **SURETY** (alternative to item 8, Agreement to Bond (if required))

- (a) The Contractor will submit a surety in the form of a certified cheque, bank draft, irrevocable letter of credit or money order in the amount of 100% of the total of the Bonds indicated on the Information for Bidders – Summary Sheet. In order for the alternative of the Letter of Credit to be acceptable to the Municipality, the enclosed Letter of Undertaking must be completed and signed by the Proponent and a signing officer of the Proponent's Bank. **Failure to provide an Agreement to Bond noted in Item 10 above, or the alternate Surety noted in Item 11 herein, Instructions to Proponents will result in the bid being rejected.**
- (b) This Surety may be held by the Municipality until 60 days after the day on which all work covered by the Contract has been completed and accepted or the warranty has expired which ever is longest. The surety may be returned before the 60 days has elapsed providing satisfactory evidence is provided that all liabilities incurred by the Contractor in carrying out the work have been satisfied and that all liens have expired or have been satisfied, discharged or provided for and that a Clearance Certificate from the Workplace Safety Insurance Board (WSIB) is provided.
- (c) The Municipality's standard Letter of Undertaking is attached to this RFT in Part D. Proponents shall have the supplied sample executed by their Financial Institution if this Surety option is to be exercised (in lieu of Bonding).

10.0 **FIDELITY BOND**

The details of a Fidelity Bond, if required, are provided in the Information for Bidders – Summary Sheet provided at the front of the RFT.

- (a) Where the Contract involves working on Municipality property, without supervision, the Contractor will provide evidence that all personnel employed are, on, upon or about the premises of the Municipality are covered by a Fidelity Bond not less than \$10,000 for each individual involved on the property, or a Certificate of Insurance indicating proof of Employee Dishonesty Coverage.
- (b) The Bidder shall provide proof from their Surety or Insurance Company of ability to obtain fidelity bonding with their Tender their Tender may be rejected.

11.0 **FORM AND TIMING OF INSURANCE AND BOND DOCUMENTATION**

- (a) Failure to furnish the required bonds or approved equivalents, insurance certificate, Workplace Safety Insurance Board (WSIB) certificate or other required documents within ten (10) days of a written request by the *Municipality* shall make the award of the *Contract* by the *Municipality* subject to cancellation. If the *Contract* is cancelled in this manner, the proceeds of the *Contractor's* bid security accompanying its *Tender* will be forfeited as compensation to the *Municipality* for its losses. This action does not limit the *Municipality's* right to recover any loss, damages or expense

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it incurs including, but not limited to, the additional cost associated with selecting another *Bidder*.

- (b) Any Bid Bond, Agreement to Bond, Performance Bond or Labour and Materials Payment Bond must name the "Principle" as the firm carrying out the work and not a sub-contractor or manufacturer supplying commodities to the firm carrying out the work.

12.0 SALES TAX

- (a) Harmonized Sales Tax - The Bidder shall show separately in the total tender pricing, all applicable Sales Tax and shall be responsible to verify with Revenue Canada any rulings for payment of tax or tax exemptions.

13.0 AWARD OF CONTACT

- (a) Award of Contract is based on Base price EXCLUDING all sales taxes.

PART B - SPECIFICATIONS

- 1.0 **SPECIFICATIONS – A complete list of specifications will follow in a separate addendum, which will be posted after the tender document has been issued. Below is a description of the project.**

The renovations to Fire Station 3, in the (hamlet of Garden Hill) Municipality of Port Hope, are intended to update the existing building to current standards for Fire and Emergency Services. The existing slab-on-grade building consists of a combination of brick and block and brick and wood frame construction, and was built in the early 80's. It has a total footprint of 4,738 square feet and originally contained space for Fire and Emergency Services as well as a small library. The library has vacated their 1,617 square foot space, and this has provided the opportunity to expand and upgrade the facilities for Fire and Emergency Services.

The scope of work to the building includes, but is not limited to:

- Selective demolition of interior finishes, existing washrooms and non-load bearing partitions.
- Interior renovations to create a new Office, Meeting Room with kitchenette, PPE Room, Locker Room, two Washrooms with showers, Equipment Maintenance Area and expand the existing mechanical room.
- Miscellaneous alterations to the Apparatus Bay.
- New construction of a 212 square foot seasonal washroom addition.
- Mechanical upgrades consisting of a propane-powered forced air HVAC system to replace the existing heating system,
- Electrical upgrades to the building's power and lighting.

The scope of site work includes, but is not limited to:

- The provision of a septic system, to replace the existing holding tank.
- Installing a new below ground 10,000 gallon precast concrete water tank.
- Supplying and installing an emergency generator.
- Demolition of a nearby existing 938 square foot wood frame on piles washroom and canteen structure.

For a complete description of the scope of work, refer to the architectural, mechanical and electrical drawings. **A complete list of specifications will follow in a separate addendum, which will be posted after the tender document has been issued.**

2.0 CONTRACT TERMS AND CONDITIONS

- (a) The *Contractor* will enter into an agreement with the *Municipality* throughout the term of the *Contract*. All of the terms and conditions of this *RFT* are accepted by the *Contractor* and incorporated into its *Tender*.
- (b) Quantities: The quantities and values of *Equipment* are based on this year's annual budget and projected capital budgets. Quantities are subject to user requests, program changes and budget approval and may be increased or decreased when orders are actually placed. *Bidders* shall indicate their understanding and agreement to this term in their *Tenders*.

PART C – STANDARD TERMS AND CONDITIONS

1.0 ACCEPTANCE

- (a) As soon as practicable after opening the *Tenders*, the *Municipality* will endeavor to act upon them. The acceptance of a *Tender* will be notice in writing signed by a duly authorized representative of the *Municipality*, and no other act of the *Municipality* shall constitute the acceptance of a *Tender*. The placing of a notice of award to a *Bidder* by the *Municipality* in regular mail or courier to the address given in a *Tender* shall constitute formation of the *Contract* and no other form of notice shall be required. Acceptance of a *Tender* by the *Municipality* shall bind the *Contractor* to execute any additional documents as required by the *Municipality* to further evidence or define the *Contract* as may be required in accordance with paragraph h) below.
- (b) The *Contract* shall consist of and have priority in the following order:
 - i. the purchase order;
 - ii. the *RFT*;
 - iii. and the *Contractor's Tender*.
- (c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the *Municipality's* purchase order and a term in the chosen *Tender*, the term in the purchase order will prevail to the extent of the discrepancy.
- (d) The *Municipality* may accept any *Tender* in whole or in part, whether the *Total Acquisition Cost* be the lowest or not, and may reject any or all *Tenders* in whole or in part.
- (e) The *Municipality* reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the *Tender*, and to award *Contracts* to one or more *Bidders*; to accept or reject any *Tender* in whole or in part; to waive irregularities and omissions in the *Municipality's* sole and unfettered discretion, if in so doing, the best interests of the *Municipality* will be served. No liability shall accrue to the *Municipality* for its decision in this regard.
- (f) In addition to the preceding paragraph, the *Bidder*, by submitting a *Tender*, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the *Bidder* in preparing its *Tender* for matters relating to the *Contract* or in respect of the competitive process, and the *Bidder*, by submitting a *Tender*, waives any claim for loss of profits if no contract is made with the *Bidder*.
- (g) Should the *Municipality* receive only one (1) *Tender* on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the bidder.

- (h) All *Tenders* shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the *Tenders* and for the investigation of the *Bidders*.
- (i) Upon acceptance of a *Tender*, (or any part of it), by the *Municipality*, the successful *Bidder* shall, if requested by the Solicitor for the *Municipality* so to do, execute and enter into an additional formal contract that is satisfactory to the Solicitor of the *Municipality*, to properly secure the *Contract* resulting from the acceptance of a *Tender* (or any part of it) and to embody indemnity and related provisions that in the opinion of the Solicitor are required to protect the *Municipality*.
- (j) Any notice that the *Municipality* may be required or desire to give to the *Bidder* shall for all purposes be deemed to have been sufficiently and properly given if forwarded by regular mail or courier and addressed to the *Bidder* at the address shown for the *Bidder* on its *Tender*. It shall be presumed to have been received by the *Bidder* on the third day following the mailing or the day following registration with the courier.
- (k) No *Tender* shall be accepted from any person or *Bidder* who, has a claim or has instituted a legal proceeding against the *Municipality* or against whom the *Municipality* has a claim or has instituted a legal proceeding, without the prior approval of Municipality Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this *RFT*.
- (l) The placing in the mail or delivery to the address given in the *Tender* of a notice of award to the *Bidder* by the *Municipality* shall constitute formation of the *Contract*.

2.0 PURCHASING BY-LAW

- (a) *Tenders* will be called, received, evaluated, accepted, and processed in accordance with the *Municipality's* Purchasing By-law and Procedures (copy available upon request). By submitting a *Tender* each *Bidder* agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this *RFT*.
- (b) No verbal arrangement or agreement, relating to the *Equipment* or *Services* specified or called for under this *RFT*, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

3.0 BIDDER ELIGIBILITY

- (a) *Bidders* must meet the *Municipality's* requirements for experience. The *Municipality* will disqualify any *Bidder* who cannot provide the following, when requested by the *Municipality*:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or

- iii. Adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the *Contract*.
- (b) The *Municipality* reserves the right to investigate and evaluate the experience, capability, registration and financial position of any *Bidder* prior to an award of a *Contract*. The *Municipality* reserves the right to reject any *Bidder* or *Tender* in its sole discretion, based on the information obtained.
- (c) This *Tender* is made by the *Bidder* without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a *Tender* for the same *Equipment* or *Services*, and is in all respects fair and without collusion or fraud.

4.0 ASSIGNMENT

- (a) The *Contractor* shall not assign the *Contract* (or any portion of it) without the prior written consent of the *Municipality*.
- (b) It is understood and agreed that the *Bidder* will be an independent contractor and that all services will be performed by the employees or agents of the *Contractor*. Sub-contracting agreements made by the *Contractor* will not release the *Contractor* from any obligation to the *Municipality* with respect to the performance of the *Contract*. Joint or consortium *Tenders* must have one prime *Contractor* who will be responsible for overall project success, provide one point of contact and a single billing point. The *Municipality* shall not be responsible for payment to the *Contractor's* partners, subcontractors or suppliers in the event the prime *Contractor* defaults on its responsibilities. The prime *Contractor* must communicate such to its partners, sub-contractors and suppliers. The prime *Contractor* must also provide the *Municipality* with a written statement outlining function components that the sub-contractor(s) will be offering. The *Municipality* must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-contractors.

5.0 INDEMNIFICATION

- (a) The *Contractor* agrees that it shall continuously save, keep harmless and fully indemnify the *Municipality*, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against, made upon, or incurred by the *Municipality* resulting from or arising out of the *Contractor's* performance of or rendering of any *Services* pursuant to the *Contract*.
- (b) The *Contractor* shall indemnify the *Municipality* from all claims arising out of unpaid accounts relating to the *Contract*. The *Municipality* shall have the right at any time to require satisfactory evidence that the *Equipment* (or any part of it) in respect of which any payment has been made or is to be made by the *Municipality* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6.0 INSURANCE

(a) Liability Coverage

The *Contractor* shall obtain, provide and maintain a Commercial General Liability (CGL) Insurance Policy for the duration of the *Contract*.

- i. The Policy shall be written on an occurrence basis and have a liability limit of not less than the amount shown on the information for Bidders - Summary Sheet in respect of any one accident or occurrence.
- ii. The **MUNICIPALITY OF PORT HOPE** shall be named on the Policy as an **additional insured** without subrogation.
- iii. Policy coverage shall include third party bodily injury including death, property damage and personal injury and wording in the Policy shall not be less than the insurance wording shown in IBC Forms 2100 and 2320, or its equivalent replacement.
- iv. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario.
- v. The Policy shall contain a cross liability and/or severability clause which protect each insured to the same extent as if they were separately insured.
- vi. Prior to commencement of the *Contract*, the *Contractor* shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the *Municipality* which must be acceptable in all respects to the *Municipality*.
- vii. The Policy shall be endorsed to provide that the *Municipality* is to receive not less than 30 days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the *Municipality*.
- viii. Should any claim(s) arise, the *Contractor* shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.
- ix. The *Contractor* shall ensure that any and all *subcontractors* also have valid Commercial General Liability Insurance coverage with the same limits and wording as outlined in this Section 6 A, if the *Municipality* grants assignment pursuant to the *Contract*.

(b) Automobile Coverage

The *Contractor* shall obtain, provide and maintain an Automobile Insurance Policy to cover all licensed vehicles owned and/or leased by the *Contractor* for the duration of the *Contract*.

- i. The Policy shall have a liability limit of not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence.
- ii. Policy coverage shall include third party bodily injury including death, property damage and basic accident benefits and coverage shall not be less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP 1.
- iii. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario.
- iv. Prior to commencement of the *Contract*, the *Contractor* shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the *Municipality* which must be acceptable in all respects to the *Municipality*.
- v. The Policy shall be endorsed to provide that the *Municipality* is to receive not less than 30 days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the *Municipality*.
- vi. Should any claim(s) arise, the *Contractor* shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.
- vii. The *Contractor* will ensure that any and all *subcontractors* also have valid Automobile Insurance coverage with the same limits and wording as outlined in this Section 6 B, for all licensed vehicles owned and/or leased by them, if the *Municipality* grants assignment pursuant to the *Contract*.

7.0 WORKPLACE SAFETY INSURANCE BOARD CERTIFICATE

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the *Contract* have been made, and that the *Municipality* will not be liable to the WSIB for future payments in connection with the *Contractor's* fulfilment of the *Contract*.
- (b) The *Contractor* shall file a "Certificate of Clearance" from the WSIB prior to commencing the *Contract*. Clearance certificates should be renewed every sixty (60) days (minimum) during the term of the *Contract*.
- (c) The *Municipality* shall have the right to retain, out of any monies payable by the *Municipality* to the *Contractor* under this *Contract*, the total amount from time to time outstanding of all damage claims by third parties arising out of this *Contract* which have not been settled by the *Contractor* or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.

- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. As well, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy. The *Municipality* will review the acceptability of the policy submitted.

8.0 OCCUPATIONAL HEALTH & SAFETY ACT/ENVIRONMENTAL PROTECTION ACT

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a *Contract* resulting from this *RFT*, a contravention of the Occupational Health and Safety Act by the *Contractor*, subcontractor or supplier may be considered a breach of this *Contract*.
- (b) The *Contractor* shall "take every precaution reasonable in the circumstances" for the protection from injury of *Municipality* employees, occupants of the site, the general public and workers.
- (c) The *Contractor* shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.
- (d) Except as specified in the *Contract*, the *Contractor* will ensure that no additional signs are erected unless approved by the *Municipality*.
- (e) The *Contractor* shall remove debris, packaging and waste materials frequently, as directed by the *Municipality*. The *Contractor* shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).
- (f) Dust and dirt shall be kept to an acceptable level, as directed by the *Municipality*. The *Contractor* shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to *Municipality* employees, occupants of the site or the general public.

9.0 STORAGE AND DISPENSING EQUIPMENT

Where storage and/or dispensing equipment is required for proper handling and storage of delivered *Equipment*, such *Equipment* is provided and owned by the *Municipality*.

10.0 CHARACTER OF WORKERS

- (a) The reference to "workers" refers to workers of the *Contractor* and its sub-contractors (if any), and includes Corporate Officers.

- (b) The *Contractor* agrees to employ only orderly, competent, and skilful workers. Whenever the *Municipality* informs the *Contractor* in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the *Contractor* will ensure that the worker in question is removed from the work and shall not be further employed on the *Contract* without the *Municipality's* written consent.

11.0 PROJECT SITE WORKING CONDITIONS

It is the *Bidder's* responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of the RFT. Bidders not attending mandatory site meetings will be disqualified from the bidding process. *Tenders* received from disqualified *Bidders* will be returned unopened.

12.0 CARE AND HANDLING

- (a) The *Contractor* will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this *Contract*.
- (b) Prior to commencement of the work the *Contractor* shall provide a list of products controlled under WHMIS which he expects to supply on this *Contract*. The *Contractor* will provide Material Safety Data Sheets (M.S.D.S.) to the *Municipality* prior to *Contract* commencement.
- (c) The *Contractor(s)* shall be aware of and conform to all governing regulations, including those established by the *Municipality*, related to employee health and safety. The *Contractor* shall keep employees and sub-contractors informed of such regulations. The *Contractor* will be responsible for obtaining Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

13.0 PATENTS AND COPYRIGHTS

- (a) The *Contractor* shall, at its sole expense, defend all claims, actions or proceedings against the *Municipality* based on any allegations that the *Equipment* (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the *Municipality* all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the *Municipality* in this regard.
- (b) The *Contractor* shall pay all royalties and patent license fees required for the *Equipment*.

- (c) If the *Equipment* (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the *Contractor* shall either secure for the *Municipality* the right to continue using the *Equipment* or shall, at the *Contractor's* sole expense, replace the infringing *Equipment* with non-infringing *Equipment* or modify it so that the *Equipment* no longer infringes.

14.0 ERRORS AND OMISSIONS OF THE CONTRACTOR

Errors, mistakes, or omissions made by the *Contractor*, its agents, employees, or workmen shall be rectified by the *Contractor* at its sole expense.

15.0 EQUIVALENCIES

- (a) Wherever possible, the *Equipment* or *Services* specified or called for in or under this *RFT* shall be of Canadian origin and manufacture.
- (b) If patented or proprietary goods, material, articles, or equipment are mentioned in this *RFT*, *Tenders* submitted on approved equivalents will be considered, but the mark or brand of them must be specified in the *Tender*.
- (c) The *Municipality* will be the sole and final judge as to whether an alternate product is equivalent or not and this decision will be final and non-reviewable by any court or tribunal.

16.0 QUANTITIES

- (a) Unless otherwise specified in this *RFT*, quantities shown are approximate and furnished without liability on behalf of the *Municipality*. Quantities are supplied for the guidance of the bidders only and are not to be considered as minimum or maximum quantities.
- (b) Unless otherwise stated, payment will be by the unit complete at the *Tender* price on the actual quantities deemed acceptable by the *Municipality*.

17.0 TERMS OF PAYMENT

- (a) Unless alternate payment terms are specified in the Specifications attached to this *RFT* as Part B, the *Municipality* will accept billing for 100 percent of the actual value of each element of the *Equipment* provided or *Services* performed in each month and accepted by the *Municipality*. Invoices will be payable by the *Municipality* 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the *Equipment* or completion of the *Services*, as the case may be. Holdback releases are dependent upon the Contractor completing the Statutory Declaration and placing of an advertisement as required under the Construction Lien Act.
- (b) Payments made by the *Municipality*, including final payment, shall not relieve the *Contractor* from its obligations or liabilities under the *Contract*.

- (c) Vendors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express, written justification to and authorization by Finance and Purchasing Services.
- (d) Acceptance by the *Contractor* of the final payment shall constitute a waiver of claims by the *Contractor* against the *Municipality*, except those previously made in writing in accordance with the *Contract* and still unsettled.
- (e) The *Municipality* shall have the right to withhold from any sum otherwise payable to the *Contractor* any amount sufficient to remedy any defect or deficiency in the *Equipment*, pending correction of the deficiencies or any amount sufficient to satisfy any claim the *Municipality* has against the *Contractor* resulting from a previous *Contract*, a legal proceeding or unpaid accounts, including property or business taxes.

18.0 DISCOUNT FOR PROMPT PAYMENT

- (a) Upon receipt of invoice(s) that are in accordance with the price(s) and terms and conditions shown on the purchase order, where discounts for prompt payment have been offered, cheques can be issued within 20 days of receipt of the invoice in Finance, Accounts Payable (address as shown on the purchase order).
- (b) Bidders are to state the percentage discount for prompt payment offered in the appropriate area of the Bid Form. **DISCOUNTS FOR PAYMENT FOR PERIODS LESS THAN 20 DAYS CANNOT BE CONSIDERED. ALL DISCOUNTS FOR PROMPT PAYMENT SHOWING 20 DAYS OR LONGER WILL BE ACCEPTED AND CALCULATED TO FORM PART OF YOUR TOTAL BID PRICE.** Where no discount for prompt payment has been offered on the bid form, the terms of payment for the invoices will be "Net 30 Days" and invoices processed accordingly.
- (c) Cheques covering payment of invoices offering discounts for prompt payment will be forwarded by regular mail to suppliers to arrive on or before the 20th day following receipt of the invoice in Accounts Payable. However, the Municipality cannot be held responsible for delays beyond its control such as, but not limited to, services provided by Canada Post, lost mail, disruption of postal services, weekends/statutory holidays, etc. It is not possible to make cheques available for pick up by vendors that offer a discount for prompt payment.
- (d) Suppliers are required to clearly indicate/highlight on their invoice the rate of the discount for prompt payment offered, number of days after receipt of the invoice in Accounts Payable that the discount applies and the dollar value of the discount. The rate of discount for prompt payment must be in accordance with that offered at the time of bidding and may not be altered at any time during the contract period.
- (e) In the event that payment cannot be mailed to arrive at the supplier's office by the 20th day following receipt of the invoice by Accounts Payable (subject to Section (2) above) the invoice will be paid without deducting the discount offered. There will be no penalty or damages applied against the Municipality for discounts not taken.

- (f) Invoices forwarded by the supplier that are not accurate when received by Accounts Payable or require adjustment/revision to comply with the prices, terms and conditions of the purchase order will be considered as complete and received by Accounts Payable only when all required adjustments/revisions have been made.

19.0 UNPAID ACCOUNTS

The *Contractor* must indemnify the *Municipality* from all claims arising out of unpaid accounts relating to the *Equipment* and/or *Services*. The *Municipality* shall have the right at any time to require satisfactory evidence that the *Equipment* in respect of which any payment has been made or is to be made by the *Municipality* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

20.0 CHANGES IN THE EQUIPMENT OR SERVICES

The *Municipality* may, without invalidating the *Contract*, direct the *Contractor* to make changes to the *Equipment* or *Services*. When a change causes an increase or decrease in the *Equipment* or *Services*, the *Contract* price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the *Municipality* and *Contractor*. All changes must be in writing.

21.0 NON-PERFORMANCE

- (a) The *Municipality* reserves the right to determine, in its sole and unfettered discretion, non-performance of the *Contract*, including the level of quality of *Equipment* or *Services* provided and further reserves the right to cancel any or all of the *Contract* if the *Contractor* fails to correct deficiencies upon thirty (30) days written notice. The *Municipality's* evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- (b) In the event that the *Contractor* fails or neglects to comply with any condition set out in the *Contract*, the *Contract* may be unconditionally cancelled by the *Municipality* without notice.
- (c) The *Municipality* reserves the right to remove from the *Bidders' List* (disqualify), for an indeterminate period (minimum two (2) years), the name of any *Bidder* for breach of the terms and conditions of this *RFT* or for unsatisfactory performance of the *Contract*. This disqualification will apply to the terminated *Contractor* as the *Bidder* or Proponent on future quotations, tenders or requests for proposal or as a sub-trade to a *Bidder* or Proponent on future competitions (quotations, tenders, or proposals) issued by the *Municipality*. The *Municipality* also reserves the right to publish the names of all disqualified *Contractors* in any future quotation, tender or requests for proposal.

22.0 PRICING (TERM OF AGREEMENT)

- (a) The *Contract* term and the pricing shall be as shown in the Information for Bidders – Summary Sheet provided at the front of this RFT.
- (b) *Bidders* must state a maximum percentage increase for any subsequent years specified for this *Contract* on the Schedule of Prices attached to this *RFT*. Ninety (90) days prior to the anniversary date of the *Contract*, the *Contractor(s)* must provide a written submission of any proposed price increases for the following year of the *Tender* (not to exceed the maximum percentage increase bid on the *Tender* submission). A basis for the proposed price increase must be provided. The *Municipality* will assume that all prices or annual renewal periods will remain unchanged if not advised by the *Contractor* within the frame indicated above. Renewal will be subject to *Contractors* providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the *Municipality* will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the *Municipality*.
- (d) It will be the responsibility of the *Contractor* to maintain a suitable stock of materials for prompt delivery when required and to satisfy themselves that individuals releasing and/or picking up material are in fact *Municipality* employees.
- (e) Prices bid must include all incidental costs and the *Bidder* must be satisfied as to the full requirements of the *RFT*. No claims for extra work or *Equipment* or *Services* will be entertained and any additional *Equipment* or *Services* must be authorized in writing prior to commencement. Should the *Bidder* require more information or clarification on any point, it must be obtained prior to the submission of the *Tender*.
- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any *Equipment* or *Services*, prior to delivery or completion of the *Equipment* or *Services*, the appropriate increase or decrease in the price of the *Equipment* or *Services*, shall be made to compensate for the change as of the effective date.
- (g) The *Contractor* shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the *Municipality* harmless in this regard.
- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the *Equipment* or *Services* save and except the Goods and Services Tax and the Provincial Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The *Municipality* will make all necessary corrections to any *Tender* that is in error through addition or extension; the corrected value prevailing, and all *Bidders* shall be bound by such corrections.

23.0 UNIT PRICES

Bid prices shall be F.O.B. delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Goods and Services Tax and Provincial Sales Tax. Applicable taxes shall be shown in the spaces provided on the Tender form.

24.0 DISCLOSURE

- (a) Total bid prices will only be made available if provided to Municipality Council in a public report.
- (b) Submissions of *Tenders* as a result of this *RFT* are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- (c) Release of information contained in the *Tenders* may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the *Bidder*. This would include scientific, technical, financial or labour relations information.
- (d) All requests for information must be made in writing and submitted, along with the applicable fee to the *Municipality's* Freedom of Information Officer, Municipality Clerk Services.
- (e) To prevent the release of information the *Bidder* must state that the *Tender* is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

25.0 WITHDRAWAL OR AMENDING OF TENDERS

- (a) If, after submission of a *Tender*, a *Bidder* receives an addendum issued by the *Municipality*, **and** the addendum content does **not** alter the original submission of that *Tender*, the *Bidder* shall sign the addendum and deliver it to the *Municipality's* Purchasing Services Branch
- (b) If the *Bidder* submits addenda in accordance with the terms of Item 24(a) above, in an envelope, the envelope should include the following information: *Bidder's* name (or company name under which the original *Tender* was submitted), the appropriate competition document reference, the addendum number, and the closing date.
- (c) If after submission of a *Tender*, a *Bidder* receives an addendum issued by the *Municipality*, and the information contained in the addendum **does** alter the original submission of the *Bidder*, the *Bidder* shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- (d) A *Bidder* who has already submitted a *Tender* may submit a further *Tender* at any time up to the deadline for submission. The last *Tender* received shall supersede and invalidate all *Tenders* previously submitted by that *Bidder* for this *RFT*.

- (e) A *Bidder* who has submitted a *Tender* may request that its *Tender* be withdrawn. (Adjustments or corrections to a *Tender* submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the *Municipality's* Manager of Purchasing by letter, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the *Municipality's* Purchasing By-law. Any request to withdraw a *Tender* must be made by a person having signing authority within the firm involved.

26.0 CONTRACT CANCELLATION

- (a) The *Municipality* shall have the right to cancel any uncompleted or unperformed portion of the *Equipment* or *Services* or part of them. In the event of such cancellation, the *Municipality* and the *Contractor* shall negotiate a settlement.
- (b) The *Municipality* shall not be liable to the *Contractor* for loss of anticipated profit on the cancelled portion or portions of the *Contract*. In the event that the *Contractor* fails or neglects to comply with any condition outlined in the *Contract*, the *Contract* may be unconditionally cancelled by the *Municipality* without notice.

27.0 LAWS AND REGULATIONS

The *Contractor* shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the *Contract* and its performance. The *Contractor* shall be responsible for ensuring similar compliance by its suppliers and subcontractors. The *Contract* shall be governed and interpreted in accordance with the laws of the Province of Ontario.

28.0 ENVIRONMENTAL CONCERNS

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the *Contractor* will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

29.0 DEFAULT BY CONTRACTOR

- (a) If the *Contractor* commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the *Contractor* makes a general assignment for the benefit of its creditors; then, in any such case, the *Municipality* may, without notice, terminate the *Contract*.
- (b) If the *Contractor* fails to comply with any request, instruction or order of the *Municipality*; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the *Equipment* or *Services*; or fails to prosecute the *Equipment* or *Services* with skill

and diligence; or purports to assign or sublet the *Contract* or a portion of it without the *Municipality's* written consent; or refuses to correct defective *Equipment* or *Services*; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the *Contract*; then, in any such case, the *Municipality* may, upon expiration of ten days from the date of written notice to the *Contractor*, terminate the *Contract*.

- (c) Any termination of the *Contract* by the *Municipality*, as mentioned in b) above shall be without prejudice to any other rights or remedies the *Municipality* may have.
- (d) If the *Municipality* terminates the *Contract*, it is entitled to:
 - i. withhold any further payment to the *Contractor* until the completion of the *Equipment* or *Services* and the expiry of all obligations under the *Contract*; and
 - ii. recover from the *Contractor* any loss, damage and expense incurred by the *Municipality* by reason of the *Contractor's* default (which may be deducted from any monies due or becoming due to the *Contractor*).

30.0 SAMPLES

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of *Tenders*, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the *Bidder's* expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the *Municipality* shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the *Contractor* from its obligations under the *Contract*.

31.0 ELECTRICAL SAFETY AUTHORITY

In accordance with the Electrical Safety Authority (ESA) regulations on the Continuous Safety Services (CSS) Program, all *Contractors* providing services at any MUNICIPALITY OF PORT HOPE location involving any degree of electrical connections(s) must:

- (a) Enter all electrical work into a log book (for "routine" work at facilities on the CSS program); and/or
- (b) Apply for and receive a Certificate of Inspection, prior to energizing any electrical work (for "substantial" work at facilities on the CSS program, or any work performed at any Municipality location NOT on the CSS program).

32.0 DECLARATIONS

- (a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this *RFT*, has any interest in this *Tender* or in the *Contract*.
- (b) I/We further declare that this *Tender* is made independently and without any connection, knowledge, comparison of figures or arrangement with any other contractor, firm or person making a similar *Tender* and is in all respects fair and without collusion or fraud.
- (c) I/We further declare that no *Municipality* employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or 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 of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- (d) I/We further declare that the statements contained in the *Tender* are in all respects true.
- (e) I/We further declare that I/We have examined the locality and site(s) of the proposed *Equipment*, as well as all the specifications relating to them, prepared, submitted and rendered available on behalf of the *Municipality* and are hereby acknowledged to be an integral part of the *Contract*. I/We hereby propose and offer to enter into the *Contract* on the terms and conditions and under the provisions set forth in the *Tender*, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this *Tender*.
- (f) I/We agree that this *Tender* is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this *Tender* of a notice of award, which shall constitute formation of the *Contract*, or for 90 days following the *Tender* closing date, whichever occurs first, and that the *Municipality* may at any time within that period, and without notice, accept this *Tender* whether any other *Tender* had been previously accepted or not.

33.0 ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The *Municipality* shall not be held liable for any errors or omissions in any part of this *RFT*. While the *Municipality* has used considerable effort to ensure an accurate representation of information in this *RFT*, the information contained in the *RFT* is supplied solely as a guideline for *Bidders*. The information is not guaranteed or warranted to be accurate by the *Municipality*, nor is it necessarily comprehensive or exhaustive.

34.0 LABOUR RATES

In the case of all **Municipality construction contracts** the *Contractor* shall be required to pay or cause to be paid to each person employed in the *Contract* work (including persons employed by sub-contractors) at least minimum union rate of wages for employees of such class prevailing in Port Hope from time to time during the execution of the work, or if

there is no applicable union rate, the prevailing rate of wages in Port Hope for employees of such class.

In the event workers, including subcontractors, have not been treated in accordance with the minimum wages outlined above, the Municipality reserves the right to withhold adequate funds from the amounts owing to the General Contractor under the contract to cover the deficiencies and to pay same directly to the affected workers or subcontractors, and the Municipality will be relieved of any liability under the contract to pay these sums to the General Contractor.

35.0 **ONTARIANS WITH DISABILITIES ACT, 2001**

Pursuant to the Ontarians with Disabilities Act, 2001, Municipality Council at its meeting October 21, 2003 adopted the Corporate Accessibility Plan that focuses on accessibility issues and the development of strategic actions to remove (where possible) and prevent barriers to access for people with disabilities. The *Ontarians with Disabilities Act, 2001* and the Corporate Accessibility Plan require that when deciding to purchase goods or services, the Municipality is to have regard to the accessibility for persons with disabilities to the goods or services. As such, the Municipality is committed to accessibility principles and is taking steps to improve accessibility within the Municipality in accordance with the Act.

36.0 **DESIGN AND DEVELOPMENT PROHIBITIONS**

Suppliers, potential suppliers and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Manager, Purchasing Services will be advised. If there is no alternative but to request such extraordinary services, the firm providing same, shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the *Municipality* for use in obtaining competitive bids. Suppliers or Consultants who provide Design Services and/or specifications for work to be tendered or quoted shall not be permitted to submit a bid for said work.

37.0 **TAX ARREARS**

Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the Municipality for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the outstanding taxes and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

Contract No. 39T-FIR-2019
Description: For Fire Station 3 Renovation
Closing Time: 2:30:00 P.M., Friday, March 29, 2019

**PART D – FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: 39T-FIR-2019

DESCRIPTION: For Fire Station 3 Renovation

SUBMITTED TO: The Corporation of the MUNICIPALITY OF PORT HOPE

The undersigned, the bidder, having examined the *RFT* including all information to *Bidders*, general terms and conditions, supplementary terms and conditions (if applicable), specifications, and attachments and appendices as issued by the Corporation of the MUNICIPALITY OF PORT HOPE and including Addenda number ___ to ___ and having visited the Project Site (where required) hereby offer and agree to enter into a *Contract* to supply the *Equipment* and *Services* required by this *RFT* at the costs detailed in the attached Schedule of Prices. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this *Tender*.

Terms of Payment

Discount for Prompt Payment _____ % _____ Days. (Refer to Section B, Item 18)

Price Schedule

Item/Service Description	Price	Quantity	Extension
BASE Price			
HST			
Total Including HST			

Evaluation of pricing is based on the BASE price EXCLUDING all tax.

Contract No. 39T-FIR-2019
Description: For Fire Station 3 Renovation
Closing Time: 2:30:00 P.M., Friday, March 29, 2019

Appendices to Tender:

The information on sub-contractors, prices, and applicable taxes, as called for in this *RFT* is provided in the attached Schedule of Prices, Appendices and forms an integral part of this *RFT*.

This *Tender* is irrevocable and is to continue open to acceptance by the *Municipality* for a period of ninety (90) calendar days after the date and time set for submission of the *Tender*.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this *Tender*. Signing this Form of Tender binds the bidder to all terms, conditions (including Schedule of Prices) found within the Request for Tenders.

Dated at _____ this _____ day of _____, 2____.

Contact Person _____

Telephone No. _____ Fax No. _____

Email address: _____

Company: _____
(Name)

(Street Address or Postal Box Number)

(Municipality, Province, and Postal Code)

Signature: _____

(I have the authority to bind the corporation)

Print Name and Title: _____

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL BE REJECTED.

THE FORM OF TENDER MUST BE EXECUTED WITH AN ORIGINAL SIGNATURE MADE IN INK.

Contract No. 39T-FIR-2019
Description: For Fire Station 3 Renovation
Closing Time: 2:30:00 P.M., Friday, March 29, 2019

**PART D – FORM OF TENDER/AGREEMENT TO CONTRACT
SUBCONTRACTORS**

CONTRACT NUMBER: 39T-FIR-2019

DESCRIPTION: For Fire Station 3 Renovation

SUBMITTED TO: The Corporation of the MUNICIPALITY OF PORT HOPE

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the *RFT* including all information to *Bidders*, general terms and conditions, supplemental terms and conditions (if applicable), specifications, and attachments and appendices as issued by the *Municipality* and including Addenda number _____ to _____ and having visited the Project Site and in accordance with Part C, item 4(b) of the *RFT*, hereby offer to subcontract the following companies/individuals for the *Services* and *Equipment*.

Name of Subcontractor	Phone Number	Contact	Discipline

ANY substitutes or changes in subcontractors **must** be agreed upon and authorized in writing by the *Municipality*.

PART D - REFERENCE INFORMATION

Bidders are required to provide three (3) references listing contracts similar to the project described in this RFT and undertaken within the past three (3) years.

(1) NAME (Company/Government Agency) _____

Contract Description _____

Contact Person _____

Phone Number () _____ Fax Number: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$ _____

(2) NAME (Company/Government Agency) _____

Contract Description _____

Contact Person _____

Phone Number () _____ Fax Number: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$ _____

(3) NAME (Company/Government Agency) _____

Contract Description _____

Contact Person _____

Phone Number () _____ Fax Number: _____

Email Address (if available): _____

Number of Years At Location: _____ Value of Contract \$ _____

The *Municipality* reserves the right to check additional references and sources to those supplied by the *Proponent*.

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

AGREEMENT TO BOND

To: The Corporation of the MUNICIPALITY OF PORT HOPE (the "Municipality")
56 Queen Street
Port Hope, Ontario L1A 3Z9

and to: _____ (the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) a performance bond totaling _____ percent (____%) of the total price and conforming to the form of Performance Bond in the format of CCDC 221 or in a form acceptable to the *Municipality*.
- (b) a labour and material payment bond totaling _____ percent (____%) of the total price and conforming to the form of labour and material payment bond in the format of CCDC 222 or in a form acceptable to the *Municipality*,

if the bid for the contract contained herein is accepted by the *Municipality*.

If the above-mentioned bid is accepted, the undersigned will execute the bond within ten (10) days of notification of acceptance of the bid.

Dated at _____, _____, 2____
(City or Municipality) (Date)

Surety

Signature of Authorized Signing Officer

Name of office/Position of Authorized Signing Officer

NOTE: This agreement must be executed on behalf of the Surety Company by its authorized officers under the company's Corporate Seal and the Surety Company must be a satisfactory Guarantee Company, authorized by law to carry on business in the Province of Ontario.

Contract No. 39T-FIR-2019
Description: For Fire Station 3 Renovation
Closing Time: 2:30:00 P.M., Friday, March 29, 2019

CONTRACT NUMBER: C
THE MUNICIPALITY OF PORT HOPE

LETTER OF UNDERTAKING
(Bid Security)

(Date)

The MUNICIPALITY OF PORT HOPE
FINANCE DEPARTMENT
56 Queen Street
Port Hope, Ontario L1A 3Z9

RE: BID SECURITY – CONTRACT NO. 39T-FIR-2019

Pursuant to the request of and for the account of our customer,

(name of Contractor)

(address)

WE HEREBY UNDERTAKE and agree to provide in your favor an irrevocable Standby Letter of Credit in an amount equal to \$_____ (100 %) percent of the contract price for the due and proper performance of the Work shown and described in the Tender/RFT Document, if our customer's Bid is accepted by the Municipality. Such Standby Letter of Credit is automatically renewable unless advised by written notice to the Procurement Administrator 30 days preceding the expiry date or dates that the letter of credit will not be renewed, in which case the Municipality may draw on the Standby Letter of Credit, notwithstanding that the customer may not be in default of any contract with the Municipality or the work is otherwise being performed from time to time in accordance with all requirements of the Municipality.

(Name of Bank or Financial Institution)

PER: _____
Print Name (Authorized Signing Officer)

PER: _____
Signature (Authorized Signing Officer)

Contract No. 39T-FIR-2019
 Description: For Fire Station 3 Renovation
 Closing Time: 2:30:00 P.M., Friday, March 29, 2019

CORPORATION OF THE MUNICIPALITY OF PORT HOPE
Proof of Liability Insurance will be accepted on this form only (with no amendments).
NOTE: If Insurance is placed in primary, excess layers, file separate certificates for each.

CERTIFICATE OF INSURANCE

This is to certify to the Municipality of Port Hope that the Named Insured set forth below is insured by _____ and coverage is provided as follows:

(Name of Insurer)

Named Insured		Address of Insured		
_____		_____		
COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE	LIMIT OF COVERAGE
CGL - Commercial General Liability				\$
Commercial General Liability Policy – Includes Bodily Injury and Property Damage Liability, Personal Injury Liability, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products and Completed Operations, Contingent Employers Liability, Cross Liability/Severability of Interest Clauses.				
Automobile Liability				\$
Automobile Policy - must cover all vehicles owned and/or leased by the Named Insured.				
Umbrella or Excess Layers				\$

This Certificate verifies that the **Municipality of Port Hope** has been added as an **Additional Insured** without subrogation to the **CGL Policy** as described above, but only with respect to its interest in the operations of the Named Insured shown on this document.

This Certificate verifies that the Policy(ies) of Insurance as described above has/have been issued to the Named Insured shown on this document by the Insurer identified below and is/are in force at this time.

The Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance that may be available to the Municipality of Port Hope.

If canceled or changed in any manner, for any reason, during the period of coverage stated herein so as to affect this certificate, thirty (30) days prior written notice by registered mail will be given by the insurer(s) to the:

CORPORATION OF THE MUNICIPALITY OF PORT HOPE
 56 Queen Street
 Port Hope, Ontario L1A 3Z9

Attention: Sarah Crooks, Procurement Administrator, Finance Department

This Certificate is executed and issued to the Municipality of Port Hope, the day and date herein indicated below.

The Authorized Representative has the authority to bind the Insurer.

Name and Address of Insurer	Authorized Representative	Date of Execution
	X _____ (signature)	_____ dd/mm/yy
Name and Address of Insurance Broker	Authorized Representative	Date of Execution
	X _____ (signature)	_____ dd/mm/yy



NOTICE OF "NO-BID"

Finance Department 56 Queen Street Port Hope, Ontario L1A 3Z9	Tel: (905) 885-4544 Email: procurement@porthope.ca
REFERENCE NO. 39T-FIR-2019	CLOSING DATE: Friday March 29, 2019
DESCRIPTION: Fire Station 3 Renovation	

It is important to the *Municipality* to receive a reply from all invited Bidders. There is no obligation to submit a *Tender*, however should you choose not to submit a *Tender*, completion of this form will assist the *Municipality* in determining the type of goods or service you are interested in bidding on in the future. Failure to return the Tender/Tender Form or Notice of No Bid will result in the removal of the *Bidder* from the *Municipality's Bidder's List*.

INSTRUCTIONS

If you are unable, or do not wish to submit a *Tender* on this RFT/RFQ/RFP, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other *Tender* documents. Just return the completed form in the enclosed return envelope or by email prior to the official closing date.

- 1. We do not manufacture/supply this commodity. _____
- 2. We do not manufacture/supply to this specification. _____
- 3. Unable to quote competitively. _____
- 4. Cannot handle due to present plant loading. _____
- 5. Quantity/job too large. _____
- 6. Quantity/job too small. _____
- 7. Cannot meet delivery/completion requirements. _____
- 8. Licensing restrictions. _____
- 9. Agreements with distributors/dealers do not permit _____

Other reasons/additional comments:

Do you wish to propose/bid on these *Equipment/Services* in the future **YES** **NO**

Firm Name:
Signature of Signing Officer:
Print Name:
Title:
Address:
Telephone:
Date:

PLEASE USE THE ENCLOSED ENVELOPE AND IDENTIFY THE ENVELOPE AS CONTAINING "NOTICE OF NO-BID"

