

# The Corporation of the Township of McNab/Braeside Request for Quote No. ADM-2019-03 Supply, Delivery and Installation of Phone Equipment

Sealed Quotes using the prescribed content and quotation form will be received until 3:00:00p.m. local time on Thursday, June 27, 2019 at the Township office as follows:

Township of McNab/Braeside  
2508 Russett Drive, R. R. #2,  
Arnprior, Ontario. K7S 3G8  
Attn.: Lindsey Lee, CAO/Clerk  
Re: RFQ – No. ADM-2019-03 Phone Equipment

Note: Faxed or emailed RFQ submissions will not be accepted.

All queries related to this Request for Quote shall be submitted **in writing** to the attention of:

Lindsey Lee, CAO/Clerk  
Township of McNab/Braeside  
Fax: (613) 623-9138  
Email: [lee@mcnabbraeside.com](mailto:lee@mcnabbraeside.com)

## **1. Introduction**

The Township of McNab/Braeside is currently constructing a new municipal office across the street from its current location. This new building is located at:

2473 Russett Drive, R. R. #2,  
Arnprior, ON. K7S 3G8

Construction of the interior of the building is expected to be completed by the end of June 2019. As a result, the Township is currently inviting Quotes from qualified firms to provide for the supply, delivery and installation of new phone equipment for the new location. Delivery and fit-up is anticipated to support a tentative mid-August move.

Construction of the building has included the installation of CAT 6 voice cabling, terminating on a rack in a central IT/File storage room. The Township will also have a POE switch installed at the new building. A review would be required to ensure sufficient port availability on this switch, if required.

## **2. Requirements and Scope of Service**

### **2.1. Basic Requirements**

#### **2.1.1. Eligibility**

Before preparing a quote for services, firms are advised to ensure that they can meet the following mandatory eligibility criteria:

- Have recent experience in providing similar goods and services to other municipalities/government organizations in Renfrew County/greater Ottawa area;
- Demonstrate a commitment to meeting all deadlines.

### **2.2. Scope of Work**

#### **2.2.1. Objective of RFQ**

The objective of this RFQ is to obtain specified phone equipment for the new office as described in Annex B. Electrical layouts of the new building drawings of the building are enclosed as Annex D (please note, actual installation of wiring may be slightly different).

#### **2.2.2. Mandatory Site Visit**

It is expected that, upon award of any portion of the RFQ requirements and prior to any equipment order, the successful proponent(s) will schedule an on-site visit and conduct a review to ensure that any equipment proposed will work in the new space as built.

#### **2.2.3. Delivery and Installation**

It is expected that the successful proponent(s) will deliver, install, and provide hands-on support of initial system set-up and user training for all equipment proposed with associated pricing included as part of their bid.

### **3. Quote Content**

#### **3.1. Eligibility**

A statement confirming that the proponent meets the eligibility criteria as detailed in section 2.1.1 above. As such, as part of your quotation, please provide a brief overview of your firm as described in section 3.2

#### **3.2. Firm Profile**

##### **3.2.1. History of the firm**

Provide a brief history of the firm including the name, address and principal contact information of your company, the number of years in business, and the previous names of the firms, if any.

##### **3.2.2. Previous Experience**

Briefly outline the breadth and depth of the firm's experience relative to the scope of work required. This would include a listing of the firm's clients, the number of years served for each, and the types of services performed.

##### **3.2.3. References**

Provide up to three municipal/government client references and their contact information.

##### **3.2.4. Installation Service Profile**

Indicate in-house or contract installation and service. If in-house, indicate number of installation/service staff. If contracted, please list contractor(s) and length of relationship(s) or volume of work completed in the past three years. Please also indicate estimate installation time for project layout.

#### **3.3. Proposed Products and Costs**

Proponents are requested to present a listing of their proposed products for each requirement, inclusive of delivery and installation charges, in a separate envelope clearly marked including the cover sheet noted in Annex A. This listing shall include the following information:

- System specifications (manufacturer, model)
- Ability to meet system requirements and additional features number of hours of storage available for voicemail
- Maximum number of incoming lines and extensions supported by the proposed system
- Range of conference phone quoted
- Warranties
- Estimated lead times
- Overall project cost
- Availability and location of system support, as required, with current pricing

- Supporting brochures, as applicable

All fees quoted shall be exclusive of applicable taxes, although it is understood that HST shall be applied to any costs charged. Terms of payment shall also be provided.

### **3.4. Signed Quotes**

The quote must be signed by the person(s) authorized to sign on behalf of the proponent and bind the proponent to statements made in response to this RFQ.

## **4. Request for Quote Process**

### **4.1. Enquiries**

Inquiries regarding this Request for Quote must be received by email to the attention of:

Lindsey Lee, CAO/Clerk  
Township of McNab/Braeside  
Email: [llee@mcnabbraeside.com](mailto:llee@mcnabbraeside.com)

Responses to clarification requests will be provided to all proponents in writing.

### **4.2. Closing Date/Time**

All Quotes are to be submitted in writing in a sealed envelope or package clearly marked “RFQ – No. ADM-2019-03 Phone Equipment”.

Quotes submitted by fax or other electronic media shall be rejected.

Quotes must be received by 3:00:00 PM (local time), Thursday, June 27, 2019 (the “Closing Time”) at the office of:

Township of McNab/Braeside  
2508 Russett Drive, R. R. #2,  
Arnprior, Ontario. K7S 3G8  
Attn.: Lindsey Lee, CAO/Clerk

Quotes received after the Closing Time will not be accepted and will be returned unopened. The Township of McNab/Braeside reserves the right, at its sole discretion, to extend the closing date and time.

Prior to the Closing Time, proponents must not establish contact with anyone inside the organization regarding this Quote without the permission of the CAO/Clerk.

Received Quotes will be time and date stamped on the exterior of the unopened envelope. Once received, the Quotes become the property of the Township and shall be kept in

safekeeping by the Treasurer. The number of bids received and the names of bidders shall not be divulged prior to the Quote opening.

#### **4.3. Evaluation and Selection**

The Quotes received shall be evaluated with consideration to the following:

- Price
- Required system features
- Additional features available
- Warranty
- Serviceability (availability, distance in kilometers, hours of service, time to respond)

The Township reserves the right to discuss any and all quotes, to request additional information from proponents and to accept or reject any and all quotes made. The lowest or any quote will not necessarily be accepted.

#### **4.4. Purchasing Procedures**

RFQ's are required to comply with the Township's Purchasing Procedures, attached as Annex C. These procedures form part of the process of this RFQ.

#### **4.5. Rejection of Quotes**

The following bids will be rejected:

- Late bid
- Bids received by facsimile or email
- Bid not completed in ink or by non-erasable medium
- Incomplete bid
- Bid form not signed
- Quote form not used
- Quote requirements not being met
- Informal Quote

#### **4.6. Award**

The award, if any at all, will be made to the product(s) which, in the opinion of the Township, best meets the needs of the new Township Office.

The Township will not be liable for any costs incurred by the bidders in the preparation of their response to this quote.

### **5. Additional Terms**

#### **5.1. Acceptance of Quotes**

This RFQ should not be construed as an agreement to purchase goods or services. The Township is not bound to accept the lowest priced or any quote of those submitted. Quotes will be assessed in light of the evaluation criteria.

Neither acceptance of a quote nor execution of a Contract will constitute approval of any activity or development contemplated in any quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

### **5.2. Errors and Omissions**

The Township shall not be held liable for any errors or omissions in any part of this RFQ. While the Township has endeavored to ensure an accurate representation of information in this RFQ, the information contained in the RFQ is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

### **5.3. Agreement with Terms**

By submitting a Quote, the Proponent agrees to all the terms and conditions of this RFQ. Proponents who have obtained the RFQ electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Quote.

### **5.4. Modification of Terms**

The Township reserves the right to modify the terms of the RFQ at any time at its sole discretion.

### **5.5. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the information collected in response to the Request for Quote is collected under the authority of the Corporation of the Township of McNab/Braeside and the Municipal Act, S.O. 2001, c.25, as amended. The information collected will be used solely for the purpose of evaluating the submissions for supplying external auditing services. All Quotes submitted become the property of the Township. Because of MFIPPA, respondents are reminded to identify their Quote material for specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Quotes are not to be identified as confidential. Questions about the collection of information should be directed to the CAO/Clerk.

### **5.6. Conflict of Interest**

The successful proponent will be required to indicate whether its firm or any member of the engagement team is currently employed or retained by a private or public sector client whose interests could be deemed to conflict with those of the Township with respect to this engagement. Prior to accepting this engagement, all firms are required to disclose any potential conflict of interest to Council.

### **5.7. Confidentiality of Information**

The successful proponent shall not at any time before, during or after the completion of the engagement, divulge any confidential information communicated to or acquired by the Firm or disclosed by the Township in the course of carrying out the engagement. No such

information shall be used by the Firm on any other engagement without prior written approval.

## **6. Selected Contract Clauses**

### **6.1. Business Registration**

The successful Proponent will be required to register to conduct business in Ontario.

### **6.2. Laws of Ontario**

Any contract resulting from this RFQ will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

### **6.3. Indemnity**

The Proponent will indemnify and save harmless the Township, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Township at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Proponent or by any servant, employee, officer, director or sub-Proponent of the Proponent pursuant to the Contract excepting always liability arising out of the independent acts of the Township.

### **6.4. Insurance**

The successful Proponent shall maintain sufficient Public Liability Insurance and shall provide to the Township proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

i) \$2,000,000 primary limits (or primary plus excess liability coverage equaling \$2,000,000 or greater) for both General Liability and owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; policies to be written on an occurrence basis.

ii) Certificates must provide for sixty (60) days' notice to the Township of McNab/Braeside in the event of cancellation or in the event of nonrenewal of an Insurance Policy or pertinent coverage.

iii) Certificates to name the Corporation of the Township of McNab/Braeside as additional insured with respect to the work being performed.

The successful Proponent is required to protect its employees with WSIB coverage and a valid Certificate of Clearance indicating the project involved must be provided before commencement of the project.

The Proponent shall be responsible for ensuring the health and safety of all personnel at the site and may be requested to submit its health and safety policies and/or procedures.

The Proponent agrees that if the Proponent fails to take out or keep in force any such insurance and should the Proponent fail to rectify the situation within seventy-two (72) hours after written notice by the Township, the Township has the right, without assuming any obligation in connection herewith, to effect such insurance at the sole cost of the Proponent which cost shall be payable on demand as additional rent.

#### **6.5. Compliance with Laws**

The Proponent shall comply with the relevant Federal and Provincial Municipal statutes and regulations pertaining to the work and its performance. The firm shall be responsible for ensuring the similar compliance by its suppliers. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.



**Annex A: RFQ No. ADM-2019-03 Phone Equipment  
Form of Quotation**

*To be completed by Firm submitting a quote:*

Quotation by:	
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*Name of Firm*

Address:	
Contact:	
Phone:	
Email:	

Having examined the scope, services, terms, contract clauses and other requirements as stipulated in the Request for Quote No. ADM-2019-03 Phone Equipment which forms part of this quotation, we do hereby offer and agree to furnish the goods and services quoted as stated below:

Year	Quoted Fees (excluding HST)
2019	
Payment Terms	

**FO-23 Statement by Bidder**

Bid Document Name: Request for Quote No. ADM-2019-03 Phone Equipment

- 1) I/We have reviewed all terms and conditions of all forms included as part of this RFQ package.
- 2) I/We have read and understand all of the terms and conditions of the forms included as part of this package.
- 3) I/We understand that if our RFQ bid is successful, all requirements of the successful bidder as outlined in the documents will be completed by the time and in the format required.
- 4) I/We acknowledge Receipt of Addenda as follows and that the pricing quoted includes the provisions set out in such addenda:

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_  
# \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
City

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Position



## Annex B: Requirements

The Township's new office building will initially be serviced by 4 traditional Bell phone lines and fixed wireless internet. It is anticipated that a dedicated fibre internet service will be available at this new location by June 2020.

As such, the Township is seeking quotes for a hybrid phone system to service the new building. Initially, the system would be serviced by traditional land lines, however, these lines would be converted to SIP trunks once fibre internet services become available. In addition to our 4 inbound lines, the Township also has a toll-free number/service, a fax number and a traditional phone line. Some staff have corporate cell phones. Our new phone system should be capable of handling, at a minimum, 4 incoming lines and 25 extensions. The Township would like to explore the possibility of direct dial phone numbers vs. extensions.

Cat 6 phone wiring has been provided throughout the building. The Township will have a POE switch installed at the new building. A review would be required to ensure sufficient port availability on this switch, if required for the phone system proposed.

The Township requires

- 1 reception phone with "sidecar" to easily transfer calls/indication
- Headset for reception phone
- 18 handsets
- 3 wired conference phones, expansion mics if recommended

The phone system must have to following capabilities:

System language: English

Strong system security to prevent unauthorized use or access

Auto-attendant with the following features:

- Department directory
- Dial-by-name,
- Dial by extension,
- Easy menu escapes--press 0 at any time to reach reception, replay menu, return to previous menu,
- Scheduled announcements based on time of day or day of the week (ie. our office is now closed)
- Cascading/tiered call answering (example: rings 3 times at reception, then rings 3 times at reception and two other lines, then rings 3 times at reception and 4 other lines, then voicemail)

Other phone features for all users:

- Caller-ID

- Voice mail (general message and optional message when on another call)
- Voice mail to email
- Call transfer
- Voice mail transfer
- Conference calling
- Do not disturb/straight to voicemail
- Call forwarding
- Work from anywhere flexibility
- Speaker phone
- Volume control
- Call Hold
- Mute
- Headset jack/Bluetooth compatible

If possible

- Ability to appear to be in the office when calling from a Township cell phone (caller ID)
- The possibility of direct dial phone numbers (pros, cons)

Installation and Training

- The quote should include full installation of the equipment, excluding wiring.
- The quote should include hands-on support for the initial system set-up.
- The quote should also include user training for staff.
- Training manuals must be provided to support future programming/staff changes

See electrical drawing for further information.

**Annex C: FO-24 - Purchasing Procedure**

The following are the general purchasing procedures for the Township that are to be included as an attachment to all formal bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Head responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods and services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope with the Submission Label affixed in the top left corner and submitted to the CAO/Clerk/designate to the location detailed in the bid document, as determined by the CAO/Clerk/designate as specified in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the CAO/Clerk/designate.
5. All bids shall be submitted in one envelope, with the Submission Label attached in the top left corner and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label must be completed in full by bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the CAO/Clerk/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the CAO/Clerk, Department Head and Committee Members of the appropriate Department shall attend at such opening. The names of those in attendance shall be recorded.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The CAO/Clerk, Department Head and Committee Members will review the bids immediately after opening. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the CAO/Clerk.
8. When the CAO/Clerk/designate checking bid compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the using department.

9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Department Head or consultant as the case may be, to be submitted to Committee/ and/or Council for a decision.
10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Township of McNab/Braeside reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened submission after it has been deposited with the CAO/Clerk, provided such request is received in writing prior to the time appointed by the CAO/Clerk for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Head or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Township and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture shall comply individually with this discretion.

19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the Township.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.
21. Any contingency allowance to be included shall be stated by the Township and no bidder shall include any contingency in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of the contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The CAO/Clerk/designate will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When the bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
  - 26.1 It is noted that the bid deposit cheque, money order or bid bond is a guarantee that the contract or supplier will execute a contract agreement with the Township for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Township when requested to do so, the bidder shall be deemed to be in default and the Township will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Township has full, unfettered rights to use the funds in its sole discretion and any bidder who has

defaulted as herein shall have no claim whatsoever against the Township for such action to be taken by the Township.

- 26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of the Township of McNab/Braeside. The Township, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Township shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contact agreement or to submit the required documents as specified by the Township in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
- 26.3 Bidders shall note that no interest will be paid on any deposit.
- 26.4 Agreement to Bond shall be in a form established by the Township if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements.
- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality



of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve month maintenance guarantee. The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the CAO/Clerk or Consultant of the Township.

- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:

\$2 million - general liability and automobile liability policies

\$2 million - homeowners (e.g. for rental of facilities)

\$5 million - general liability and automobile liability policies - for contract work done all for Public Works and Environmental Services Department Projects.

\$2 million - professional errors and omissions liability

Builders Risk - the amount of the project cost

Such policy shall contain:

27.5.1 a "Cross Liability" clause or endorsement;

27.5.2 an endorsement certifying that the Township and (Insert bidder) is included as an additional named insured;

27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

- 27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:

27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;

27.6.2 the use of explosives

27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00.

- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.

- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder's all Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the CAO/Clerk or Consultants certificate and

the balance, if any, shall be paid to the Contractor upon completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risk Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the CAO/Clerk of the Township.

- 27.9 The CAO/Clerk will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid. The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Township.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from sub-trades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the CAO/Clerk, a copy of the claimant's release
- 27.12 The Contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, hold backs and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.