

The Corporation of the Township of McNab/Braeside Request for Quote No. ADM-2019-06 High-Density Mobile Shelving

Issue Date: June 28, 2019

Sealed Quotes using the prescribed content and quotation form will be received until 3:00:00p.m. local time on Friday, July 19, 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-2019-06 High-Density Mobile Shelving

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

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 middle of July 2019. As a result, the Township is currently inviting Quotes from qualified firms to provide for the supply, delivery and installation of High-Density Mobile Shelving for the new location. Delivery and fit-up is anticipated to occur ideally by the end of August 2019.

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 furniture for the new office as described in Annex B and as supported by the proponent's layout recommendations. To assist in this task, a CAD drawing of the new municipal office is enclosed as Annex D. Architectural drawings of the building are enclosed as Annex E. **It should be noted that the actual layout of the file room is not as indicated in ANNEX D and E. The desk will not be installed as indicated to accommodate IT racking. Current measurements are provided in Annex B.**

2.2.2. Optional Site Visit

To support this RFQ, proponents may elect to participate in a site visit at the new office location on Tuesday, July 9, 2019 at 2p.m. Hard hats and safety shoes/boots are mandatory to all site visitors and must be provided by the proponent. Proponents wishing to participate in a site visit must RSVP no later than Friday, July 5 at 3:00 pm to llee@mcnabbraeside.com

2.2.3. Mandatory Site Measurements

It is expected that, upon award of any portion of the RFQ requirements and prior to any system order, the successful proponent/bidder will schedule an on-site visit

and conduct site-measurements to ensure that any system proposed will fit the new space as built.

2.2.4. Delivery and Installation

It is expected that the successful proponent will deliver and install the full system proposed with associated pricing included as part of their bid. Total installation including shelving, carriages, deck and track assembly shall be performed by factory-authorized service technicians, leaving the installation complete, clean and ready to use.

Framing parts shall be installed straight, square and plumb. All parts shall be aligned and securely fastened. Any connections requiring welding or bolting shall be finished and non-abrasive. Any exposed surface of the installation in which personnel may come in contact with shall be smooth and non-abrasive.

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 the qualifications of installation technicians. All components of the installation must be performed by factory-authorized service technicians. 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 and detailed product construction)
- Pricing
- Estimated Lead Time
- Warranties
- Proposed layout
- Supporting brochures, drawings, and colour samples 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

Responses to clarification requests will be provided to all proponents in writing. No clarification requests will be accepted by telephone.

4.2. Closing Date/Time

All Quotes are to be submitted in writing in a sealed envelope or package clearly marked “**RFQ – No. ADM-2019-06 High-Density Mobile Shelving**”.

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

Quotes must be received by 3:00:00 PM (local time), Friday, July 19, 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
- Size/fit
- Linear feet of storage available from proposed system
- Additional features available
- Warranty

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-2019-06 High-Density Mobile Shelving

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-2019-06 High-Density Mobile Shelving 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	As per listing enclosed.
Payment Terms	

FO-23 Statement by Bidder

Bid Document Name: Request for Quote No. ADM-2019-06 High-Density Mobile Shelving

- 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**Overview:**

The design of the new Township office includes a combination file and IT room. This room has been designed to house a high-density mobile shelving system. As such, the floor in this room is a reinforced concrete slab capable of withstanding the weight of this type of filing system. The walls in this room are constructed of concrete block. The ceiling is drywall.

The space available for a high-density mobile shelving system is as follows:

Length	From racking area in the room to wall.	7188 mm
Width	Wall to wall. Consideration will need to be given for a corridor to access the full length of the space.	3260 mm
Height	From the floor to the bottom of the light fixtures installed in the space. Some consideration for lighting clearance will be required.	2160 mm

General Specifications	
Mode of system operation	Mechanical-assist
Manufacturer	The entire system including the carriages, the deck and track assembly, shall be manufactured by a firm regularly engaged in the manufacturing of steel movable storage systems for at least five years
Rough drawing	A sample drawing is below for illustrative purposes. It is not to scale.
Installation Conditions	This unit will be installed on the ground floor of our municipal office. No stairs or elevator.

Shelving Specifications	
Filing Types & Depth	<p>This shelving system must be capable of storing:</p> <ul style="list-style-type: none"> • Legal-size end-tab files • Banker boxes of files/paper documents • Binders • Letter-size binding cases <p>Based on our estimates, this represents a filing depth requirement of 15"</p>
Width of shelving system	Including consideration of the mechanical-assist handle, the width of the shelving system shall be 84" wide.
Overall shelf height	Overall shelf height shall be approximately 76" high, excluding track system. With the track system, the overall height must not exceed 82"
Shelving Levels	<ul style="list-style-type: none"> • The Township requires 6 levels of storage per unit (with the exception of 1 single carriage unit which must be only 5 levels

	<p>to accommodate a vent protruding from the wall, see rough drawing below)</p> <ul style="list-style-type: none"> • These shelves shall be easily height adjustable • The shelves and overall shelving structure shall be manufactured of cold rolled steel of sufficient thickness and strength to withstand the weight of the intended filing types as described above, the length of the shelves and the height of the overall system • All shelves shall be designed to be properly supported and reinforced, ensuring the overall strength, rigidity and durability of the unit • All shelving shall be equipped with punched slots on 2” centres to accept adjustable file dividers if required • The middle of all double-carriage units shall be divided by a back panel wall • All single-carriage units shall have a back panel wall. One single-carriage unit shall have a finished end panel. • Each shelving unit shall have a cover over the top shelf/top shelf finishing panel. • Each unit shall be equipped with a kick plate • Each unit shall be equipped with a pull-out reference shelf on the top of the third shelf, operating on full extension ball bearing suspensions • All steel parts shall be finished with a powder coat finish that is durable, scratch and corrosion resistant in a colour specified by the Township.
<p>File Supports/Adjustable file dividers</p>	<p>Pricing for 300 file supports shall be provided as part of the quote.</p>

Carriage, Track and Rail	
<p>Anchorless</p>	<p>System must require no attachment in any manner to the building floor and be completely anchorless. All rail and deck components shall be interconnected.</p>
<p>Track and Rail</p>	<ul style="list-style-type: none"> • Tracks shall be designed to be securely connected together while allowing for adjustment so tracks can be leveled over an uneven floor. • Tracks shall be located, positioned properly and leveled. All track and rail lengths must extend under all stationary ranges.

	<ul style="list-style-type: none"> • Levelness of rails equals 1/16" maximum variation from true level within any module; 1/16" maximum variation between adjacent rails perpendicular to rail direction • All rail connection joints shall provide horizontal and vertical continuity between rail simultaneously sharing the wheel point load to and from adjoining rail sections
Decking/Flooring	<ul style="list-style-type: none"> • The deck is to be constructed of 5/8" thick, 45 lbs. density commercial grade plywood. Finished flooring shall be flush and level with the top of the rails. • The threshold shall be constructed and finished in a material compatible with the deck. • The ramp shall not extend past the end of the carriage into the main access aisle. • Decking and ramp shall be installed in a manner that will prevent warping, deformation and movement during normal operation and loading. • Deck to be supported by 14 Gauge steel support channels placed under the deck on 12" centers. Deck channels to be a minimum of 3-15/16" wide at all track and deck splices, all other channels 1.5" wide. • Deck channels to be bolted to track assembly at each level bracket assembly location. • Steel leveler bracket assemblies support track extrusions. Each leveler bracket assembly shall be equipped with a pair of leveling bolts for ease of adjustment during installation. • An optional 16-gauge stainless steel ramp threshold shall be attached, providing smooth entry from existing floor to system floor (specifications required) • Decking and ramp shall be covered with commercial-grade carpet tiles supplied and installed by the successful bidder; the carpet shall be supplied in a colour specified by the Township
Carriages	<ul style="list-style-type: none"> • Carriages shall be low-profile • All carriages are to be unit welded steel construction capable of supporting a maximum load of 700 pounds per carriage foot without distortion. • Fixed carriages shall be of the same construction and height as the movable carriages and rest on rails and bolted to the track housing for a complete, homogeneous system. • Carriage splices shall be the bolted type designed to maintain proper unit alignment. Carriage straightness shall have no more than 1/4" maximum deviation from a true straight line. There shall be no slippage, drag or windup in any splice or welded joint.

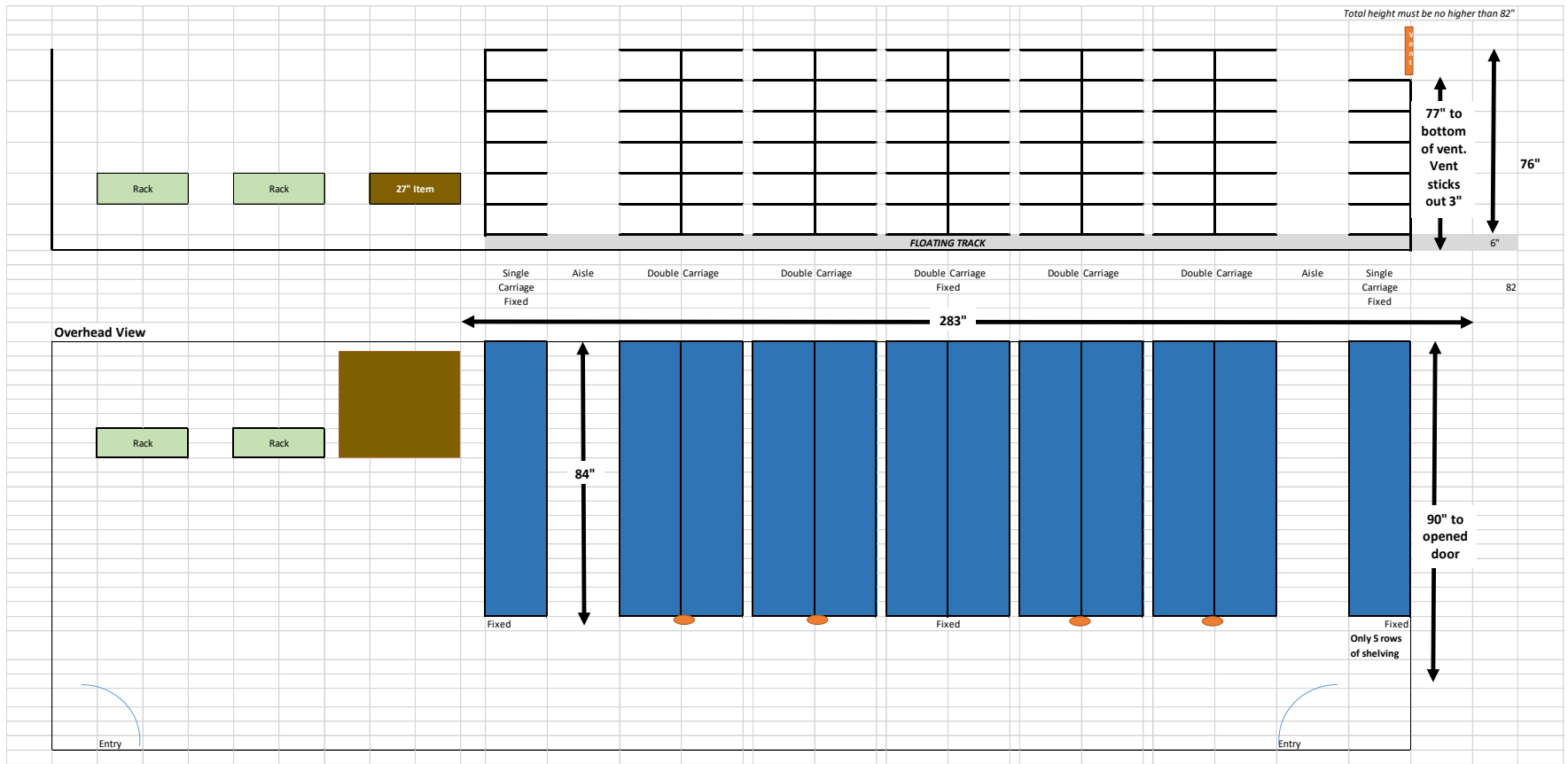
	<ul style="list-style-type: none"> • Carriage construction shall be designed to allow shelving to be securely anchored to the carriages with vibration-proof fasteners. • Each carriage shall have two wheels per rail. Each drive wheel shall be fitted with two permanently sealed and shielded bearings housed in a self-aligning flanged bearing block. Drive wheels with a single center-wheel bearing are not acceptable. • All wheels shall be a minimum of 3.75" in diameter, precision ground and balanced and constructed of solid steel for smooth operation. • A minimum of four guide wheels is required per movable carriage. Guide wheels are to be machined with flanges on both sides of the wheel. • All mobile carriages shall be fitted with full length 3/4 " minimum solid stress proof steel drive shafts connecting all wheels on the drive side of the carriage with a 2" long, 3/16" square key and coupling. • All splices and connection between drive shafts and axles shall be by means of a securely retained coupling method. • Rubber bumpers shall be mounted to the carriage face to protect material that may extend beyond the shelf face and provide a cushioned positive stop for all movable carriages. • All carriages are constructed with 12-gauge steel and formed into 3" high by 2" long C-shaped channels. The carriage cross rail members are formed of the same material and are welded in place to the C-shaped channel where required.
<p>Mechanical Assist System</p>	<ul style="list-style-type: none"> • Mechanical assist systems shall be moved mechanically by means of a chain and sprocket reduction drive system that is operated by hand. Each movable carriage is provided with a continuous drive shaft driving all drive wheels. • The mechanical assist handle shall be of a three-spoke design. The transfer of power from the mechanical handle to the drive shaft shall be accomplished with a gear reduction system. • All chains and sprockets shall be concealed for safety, yet be readily accessible for ease of maintenance. Exposed chains and sprockets are unacceptable. • Drive chain to have a concealed chain tension device to prevent tampering, chain tensioning devices located outside the end panel are unacceptable • The gearing mechanism of the drive assembly must be easily accessible and able to accept larger or small

	<p>sprockets depending on media weight changes.</p> <ul style="list-style-type: none"> • Mechanical handle to have a center knob locking feature that when press activated would insert (2) pin locking points. Single pinned locks unacceptable.
End Panels	<ul style="list-style-type: none"> • Each end panel shall be designed to allow quick and easy service to all components and be adjustable. • All end panels shall be of one-piece steel construction; joints or seams are unacceptable. Panels will be the full height and width of the range with finished top, bottom and sides. Panels shall be constructed and mounted by manufacturer's standard method to prevent "oil canning" and attached with concealed fasteners. • As this unit will not be accessible to the public, closed end panels on both ends of the system are required but should be more utilitarian in style
Safety Features	<ul style="list-style-type: none"> • All carriages must be equipped with a push/pull safety handle parking lock as a standard feature. The lock, when engaged, utilizes a (reinforced) dual pin insertion concept that will expose a red indicator to show the carriage is in the lock down mode. • Carriage end stops shall be provided for systems without stationary units. • A "safety space" is provided between end panels by the use of 3/4" carriage bumpers; this provides protection for the fingers of those using the system and provides a positive stop for all carriages.
Attachment of shelving	<ul style="list-style-type: none"> • Carriage construction shall be designed to facilitate the secure anchoring of shelving styles to the carriages with high performance tek screws.
Finishing options	<ul style="list-style-type: none"> • Once assembled, the complete system should appear fully finished. Any "optional" finishing pieces not already specified but including but not limited to back panels, end caps, and other pieces as required to fully finish the unit shall be included in the total quote.

IT and phone equipment will also be stored in this room. If available, the Township would like to consider options for additional fire-rating protection

Sample Drawing

Aisle size would be ideally 42" wide, but this would need to be verified by the successful bidder to ensure overall fit of the system in the total space available



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.