



The Corporation of the Township of McNab/Braeside Request for Proposal No. FD-01-2016 Custom Fire Pumper Refurbishment

Issue Date: May 18, 2016

Sealed Proposals using the prescribed content and quotation form will be received until 3:00 p.m. local time on Thursday, June 9, 2016 at the Township office as follows:

Township of McNab/Braeside
2508 Russett Drive, R. R. #2,
Arnprior, Ontario. K7S 3G8
Attn.: Dave Hartwick
Fire Chief, Township of McNab/Braeside
Re: Request for Proposal (RFP) – FD-01-2016

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

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

Dave Hartwick
Fire Chief
Fax: (613) 623-9138
Email: firechief@mcnabbraeside.com

1. Introduction

The Township of McNab/Braeside invites proposals from qualified firms for the refurbishment of custom fire pumper NO. 96-16, a 1996 Spartan Rescue Pumper.

2. Scope of Service**2.1. Scope of Services**

The successful bidder shall be required to perform the refurbishment work listed in Appendix A, subject to the terms and conditions noted below.

3. Proposal Content**3.1. Proposal Content Details**

The proposal submitted must provide in sufficient detail the proposed work to be performed on the fire truck along with background information on the firm as detailed in section 4.3 below. This includes a statement of your understanding of the services to be performed and your ability and commitment to fulfil the responsibilities as described.

The proponent is responsible for ensuring that the proposal is complete, by providing one (1) original and one (1) copy of the Request for Proposal submission which shall include:

- A description of the firm, including: the number of engineers on staff; the number of years in business; the quantity of vehicle builds performed by the firm; and the firm's conformity to Ontario's Accessibility Plan. A minimum of three references are required.
- A description of the location of service and type(s) of warranty support included as part of the bid.
- Description of work to be performed, including the extent of Canadian or local content. The work must conform to CAN/ULC Standard S515.04 as per section 5.2 below.
- A listing, on a separate sheet of any features to be provided in addition to the required specifications provided in Annex A.
- A completed Annex B: Form of Quotation for Request for Proposal No. FD-01-Custom Fire Pumper Refurbishment as outlined in section 3.2. All proponents must fill this form out completely.
- Bid deposit (see 4.1)

3.2. Fees

Proponents are requested to present their proposed fees, in a separate envelope clearly marked, using the document in Annex B. The terms of payment shall also be provided.

3.3. Signed Proposals

The proposal 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 RFP.

3.4. Bid Deposit

Each bid shall be accompanied by a bank draft in the amount of 5% of the bid amount. The deposit is to be furnished by the company who will build the apparatus proposed. Bids must remain firm for a period of 60 days. Bid deposits will be returned to the unsuccessful bidders. The township may retain the bid deposit of the successful bidder until the completion of the build. An exception to this requirement will not be allowed.

4. Request for Proposal Process

4.1. Enquiries

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

Dave Hartwick, Fire Chief
Email: firechief@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 proposals are to be submitted in a sealed envelope or package clearly marked **“Request for Proposal (RFP) –No. FD-01-2016”**.

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

Proposals must be received by 3:00 PM (local time), Thursday, June 9, 2016 (the “Closing Time”) at the office of:

Dave Hartwick, Fire Chief
2508 Russett Drive, R. R. #2,
Arnprior, Ontario. K7S 3G8

Proposals 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 Proposal without the permission of the Fire Chief.

Received Proposals will be time and date stamped on the exterior of the unopened envelope. Once received, the Proposals become the property of the Township and shall be kept in safekeeping by the Fire Chief. The number of bids received and the names of bidders shall not be divulged prior to the Proposal opening.

4.3. Evaluation and Selection

The intent of the evaluation process is to procure the goods and services indicated, in accordance with the minimum specifications outlined herein. In determining which bid will result in an award, consideration will be given, but not limited to:

- Completeness of the tender, i.e. the degree to which the bid responds to all the requirements specified.
- Design and engineering, reliability factors of major structural components, including ease of maintenance of major components.
- Qualifications and capabilities of the manufacture to produce the described apparatus.
- Reasonable cost.
- Past performance.
- In order to reduce down time and associated costs, the availability of parts will be considered in the award of this tender including any special or extra costs involved therein.
- Enhancement to minimum specifications.
- Delivery date.

All proposals shall be judged on a 100 point scoring system. The award or non- award of points shall be at the sole discretion of the Fire Department. All documentation listed in criteria must be provide with bid package.

CRITERIA POINTS

TECHNICAL

/35 Points

Meets Specifications (15)

Body and Structure (5)

Material and Workmanship (5)

Engineer on staff (5)

All Certifications (5)

FINANCIAL

/25 Points

Price of the refurbishment (15)

Company Stability (10)

PARTS & SERVICE

/10 points

Service within 200km (5)

Warranty Support (5)

EXPERIENCE & REFERENCES
Quantity of vehicle builds (10)
Satisfied Clients (10)

/20 points

OTHER

Ont. Accessibility Plan (5)
Canadian/Local Content (5)

/10 points

TOTAL POINTS 100

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

The Township's Fire Department further reserves the right to negotiate and to refine the requirements where it is in the Fire Department's best interest to do so.

4.4. Purchasing Procedures

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

4.5. Rejection of Proposals

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
- Proposal form not used
- Envelope not identifying "Request for Proposal No. FD-01-2016"
- Proposal requirements not being met
- Informal proposal

4.6. Award

The award, if any at all, will made to the firm which, in the opinion of the Township, is best qualified and meets the needs of the Township.

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

5. Additional Terms

5.1. Safety Requirements

The Bidder shall meet all Federal and Provincial safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

5.2. CAN/ULC Standard S515-04

The Underwriter's Laboratory of Canada (ULC) Standard CAN/ULC-S515-13 for Automotive Fire Apparatus, in force at the time of the preparation of these specifications, shall be used as a reference. Mandatory minor apparatus equipment as stated in the applicable paragraphs of the standard shall not be provided unless specifically stated and listed in Township's written specifications.

5.3. Warranty

The Fire Department may elect at its discretion to undertake any necessary repairs or adjustments to the fire apparatus that may be required during the warranty period and will be reimbursed for all costs incurred for the repair, upon submission of a completed warranty claim form.

5.4. Acquaintance with Specifications

It is the responsibility of the bidders to review all of the Fire Department's requirements. Failure of the Bidder to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

5.5. Accessibility

Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 and the Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13, documentation should be included with proposal. This statute states: *In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

5.6. Title

The proponent warrants that it has the full power and legal right to convey title to all products hereunder which shall pass to the Fire Department in accordance with the terms of the contract and all goods and products hereunder shall be free from all liens, encumbrances, security interests and that all transactions contemplated under the contract are in their ordinary course of business.

5.7. Permits

The proponent shall pay for all permits, licenses and fees, and give all notices and comply with all applicable statutes, laws, by-laws and regulations, federal, provincial, municipal or otherwise.

5.8. Requirements

The proponent shall perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of the Fire Department and any supplemental directives issued by the Fire Department and in accordance with the bid pursuant to which the contract had been awarded. Any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis. The decision of the Fire Department is final.

5.9. Total Price

Total price on the bidder's proposal sheet must include all items listed in the specifications. Listing any items contained in the specifications as an extra cost item shall automatically be cause for rejection.

5.10. Vendor Capability

A Contractor must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Fire Department in the performance of the contract. The Fire Department reserves the right to investigate a Proponent's claim or background at any time and in any manner deemed appropriate by the Fire Department.

5.11. Delivery

A penalty of \$200.00 per day will be considered if the equipment is not received as complete by the Department on or before the specified date. The decision as to the assessment of a penalty shall be that of the Fire Chief. The decision shall be final. This shall be in addition to any other remedies to which the Township may avail itself.

5.12. Patents

The proponent shall identify and save harmless the Fire Department, its councillors, employees and agents from any and all liability, damages, orders, injunctions, penalties, costs and expenses arising in relation to any actions, causes of action, claims, suits or other proceedings commenced against the Fire Department by any third party regarding the receipt, purchase or use by The Fire Department of the Contractor's goods and services under the contract and which infringes any third party patent, copyright, trade secrets, secret process or any other intellectual property entitlement whatsoever and from liability of any kind for the use of any composition, secret process, invention article, appliance, good or service furnished or used in performance of the contract of which the vendor is not the patentee, assignee, licensee or trademark holder.

5.13. Defects

All products or services provided by the Proponent shall be new upon delivery and installed in good operating condition free of defects. The Proponent shall repair or replace any damaged or marred items caused or occasioned through the handling or installation by the Contractor or otherwise occasioned in transit.

5.14. Damages

The proponent shall furnish adequate protection from damage for all work and repair damage of any kind for which the vendor or his/her workers are responsible, to the premises, or equipment, to his/her own work or the work of other vendors.

5.15. Vendor Eligibility

The Fire Department reserves the right to remove from eligibility to submit bids for an indefinite period, the name of any vendor for failure to accept the contract, or for unsatisfactory performance of the contract, or for past unsatisfactory performance of similar contracts. In order to reduce down time and maintenance associated cost, the availability and cost of spare parts will also be considered.

5.16. Collusion

By their submission of their bid, the vendor declares that the bid is NOT made in connection with any other vendors submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no member of Council, and no officer or employee of the Fire Department is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

5.17. Negotiations

Terms, conditions and pricing submitted in responses to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particulars for any aspect of the work or deliverables are unclear or vague, and the Proponent proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked vendors in each category, in order to refine any particulars, which may not otherwise be evident.

5.18. Proponents Information and Understanding

Proponents are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the Proponent has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Fire Department based on the assertion by the Proponent that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the Proponent's responsibility to clarify with the Fire Department, any details in question mentioned or not in the request, BEFORE submitting a bid.

5.19. Verbal Information

No verbal instructions or verbal information to vendors will be binding on the Fire Department. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing.

5.20. Acceptance of Proposals

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

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

5.21. Errors and Omissions

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has endeavored to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. All information contained in this document with respect to operations, quantities, values, descriptions of properties, losses, etc., are reasonably and realistically accurate to the best of the Fire Department's knowledge at the time of issuance of this request. The information is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

5.22. Agreement with Terms

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

5.23. Modification of Terms

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

5.24. 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 Proposal 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 fire pumper refurbishment. All proposals submitted become the property of the Township. Because of MFIPPA, respondents are reminded to identify their proposal material for specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them

injury. Complete proposals are not to be identified as confidential. Questions about the collection of information should be directed to the CAO/Clerk.

5.25. 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 proposal, all firms are required to disclose any potential conflict of interest to Council.

5.26. Confidentiality of Information

The successful proponent shall not at any time before, during or after the completion of the work, divulge any confidential information communicated to or acquired by the Proponent or disclosed by the Township in the course of carrying out the work. No such information shall be used by the Proponent on any other job 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 RFP 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) \$2,000,000 coverage for Professional Liability Insurance against Errors and Omissions.

iii) 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.

iv) 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 accompany the first invoice for payment.

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 Contractor shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario. 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: Request for Proposal No. FD-01-2016 Custom Fire Pumper Refurbishment

Scope of Work Required

LIGHTING
Install a new LED lights NFPA/ULC Light Bar
Replace all DOT marker/clearance lighting with new LED lights.
Replace the tail lights with new LED lights 4 bezel
Replace rear rotators with LED lights models
Replace all emergency flashers with LED versions
PAINT/BODY
Remove all existing striping and graphics.
Prepare cab/body for re-paint by sandblast and sanding all corroded areas.
Repair cab/body corrosion issues as required.
Prepare body exterior for re-paint
Paint cab and body (existing colour scheme)
Apply new ULC reflective striping and graphics and customer supplied decals
COMPARTMENTS
Remove all compartment trays and shelving
Recoat compartments with 3 stage Dintrol (or approved equivalent) chip guard finish.
Clean and lubricate tray sliders and replace parts if required.
Replace all compartment lights AMDOR LED strip lights c/w new door switches.
Replace all matting on shelves, trays and floor with Turtle-Tile Brand Black.
Repair or replace all broken or damaged door hardware as required
PUMP
Pump Rebuild <ul style="list-style-type: none"> - All seals and bearings - All fasteners and retainers - New Impeller shaft and impeller - New Pump head (if required) - All Gaskets and packing to be replaced with new

Change the pump gearbox oil.
Check all fittings gaskets and seals on tank connections, valves and repair as required.
Lubricate valves and linkages.
Test operation of 12 volt electrical system and report.
Check panel electrical connections and secure/repair if required.
Replace both sides and top pump panel lights with AMDOR LED strip lighting
WATER/FOAM TANK
Remove hose bed
Remove existing tank/tanks and inspect/test for leaks and connections
Report all findings before tank is re-installed

Annex B: Request for Proposal No. FD-01-2016 Fire Pumper Refurbishment

Form of Quotation

To be completed by Firm submitting a quote:

Quotation by:	
<i>Name of Firm</i>	
Address:	
Phone:	
Email:	

Having examined the scope, services, terms, contract clauses and other requirements as stipulated in the Request for Proposal No. FD-01-2016 which forms part of this quotation, we do hereby offer and agree to furnish one (1) Fire Pumper Refurbishment as outlined in these bid specifications at the price(s) stated below:

Item	Quoted Fee
Mandatory Refurbishments	\$
Optional Refurbishments	\$
Applicable Taxes	\$
Total Proposal Price	\$
Payment Terms	

Delivery of the completed vehicle shall be F.O.B. Fire Department within ____ calendar days after the acceptance of the order.

Note: Pricing provided shall be held firm for a maximum of thirty (60) calendar days.
Y____ N____

Delivery Date: ____

FO-23 Statement by Bidder

Bid Document Name: Request for Proposal No. FD-01-2016 External Audit Services

- 1) I/We have reviewed all terms and conditions of all forms included as part of this RFP 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 RFP 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.

Dated at _____ this ____ day of _____, 2016.
City

Witness

Signature of Authorized Person

Position

Annex B: 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 contractor 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 contract 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 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a completed FO-25 Accessibility Compliance Form, if required.

- 27.9 If required upon award of contract, the Contractor shall maintain and pay for 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.

- 27.10 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.
- 27.11 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.
- 27.12 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
- 27.13 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.
- 27.14 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.
- 27.15 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.