



Bid Opportunity

Town of Newmarket
Procurement Services Department
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Non-Binding – Evaluation Strategy: Best Price + Reference Check – Version August 2025

REQUEST FOR PROPOSAL

RFP-2025-105

Invitation to Prequalified Contractors for Construction Services for CYFS Station 4-1 Renovations (Prequal RFP-2025-063)

The Corporation of the Town of Newmarket (the Owner) shall **ONLY** accept **ELECTRONIC PROPOSAL SUBMISSIONS** submitted through the Owner's Bidding System Website. Proposal submissions submitted and/or received by any other method shall be rejected, unless the Owner has instructed otherwise by published Addendum.

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System, no later than **4:00:00 p.m. (16:00:00 hours) local time, on Thursday October 21, 2025.**

The fee to purchase the Proposal document online for the non-refundable sum of **\$110.92 (including H.S.T.)** This document is available for purchase at <http://bids.newmarket.ca>. If you require assistance to purchase online please contact the Procurement Services Department at 905-953-5335.

The onus is on Respondents to ensure their Electronic Proposal Submission is received no later than the closing time and date stated above. Respondents are cautioned that the timing of their Proposal Submission is based on when the Proposal is **RECEIVED** by the Owner's Bidding System, **not** when a Proposal is submitted by a Respondent, as Bid transmission can be delayed in an ***"Internet Traffic Jam"*** due to file transfer size, transmission speed, etc. A Proposal Submission will only be considered to have been submitted once it has been **RECEIVED** by the Owner's Bidding System, regardless of when the Proposal was submitted by the Respondent.

For the above reasons, the Owner recommends that Respondents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.

Respondents should contact the RFP Contact listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Respondent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact the RFP Contact immediately.

Late Proposals shall not be accepted by the Owner's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid or If a Respondent has obtained this Proposal Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at the at <http://bids.newmarket.ca>.

Questions:

If a Respondent needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through Newmarket's Bid Opportunities website using the "**Submit a Question**" link associated with this bid opportunity.

The deadline to submit a question is October 10, 2025 at 4:00 PM Local Time.

The Owner shall not be responsible for responding to questions that are sent other than this method. The Owner may not respond to questions received after the Deadline for Questions, as stated above. No such communications are to be directed to anyone other than the RFP Contact. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than by written addendum issued by the RFP Contact.

The Corporation of the Town of Newmarket reserves the right to: accept or reject any Proposal, to award in whole or in part, to award to the proposal that is in the Best Interest of the Corporation and the right to cancel this Solicitation call at any time without obligation.

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PART I - Invitation and Instructions to Respondents

1.1 Invitation to Respondents

This Request for Proposals (the “RFP”) is an invitation by The Corporation of the Town of Newmarket (the “Owner”) to prospective Respondents that were shortlisted under RFP-2025-063 to submit proposals for renovations to Station 4-1 for CYFS as further described in Part IV of the RFP Particulars being (the “Deliverables”). In accordance with Section 3.6, this RFP is non-binding.

Following the conclusion of **RFP-2025-063 - Pre-qualified General Contractor list for interior renovations at Fire Station 4-1 (Central York Fire Services)** (Phase I), the following selected respondents are invited to participate in this process (Phase II) and to submit a bid for the work described in Part IV:

- **BDA Inc.**
- **Direct Construction Company Limited**
- **M.J. Dixon Construction Limited**
- **Mettko Ltd**
- **Snyder Construction**

As of March 24th 2025 the Town of Newmarket has adopted a prefer Canadian Supplier policy.

NOTE: In accordance with legislated requirements the successful respondent's name and Subtotal Contract Amount will be publicized on the Owner's Bid Opportunities portal following the issuance of the Notice of Award to the successful respondent.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Shara-Marie Orsi
Senior Procurement Officer, Procurement Services
Legal & Procurement Services

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Owner, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent's proposal.

1.3 Type of Contract for the Deliverables and Term

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Bids Call Documents and the Agreement. It is the Owner's intention to enter into an agreement with only one (1) legal entity, being the Prime Respondent.

The Contract executed between the Owner and the selected Respondent for the Deliverables will be the Standard Construction Document CCDC 2-2020 Stipulated Price Contract as attached to this RFP as Appendix 1, as modified by the Owner's Supplementary Conditions to CCDC 2-2020 Stipulated Price Contract, as attached to this RFP as Appendix 2 and the Special Provisions, as attached to this RFP as Appendix 3, and as further described in A-3 of CCDC 2 – 2020, as amended (collectively hereinafter referred to as “the Contract”).

Substantial Performance of the Work, as defined in the Construction Act, shall be on or before June 30, 2026.

Ready-for-Takeover, as will be defined in the Contract, shall be on or before July 31, 2026.

Consulting firms who were involved in preparing or assisting in developing the Owner's scope of work and/or specifications for this RFP shall not submit a Proposal.

1.4 RFP Timetable

Issue Date of RFP	September 19, 2025
Mandatory Site Visit / Pre-Bid Meeting (Option 1)	September 30, 2025 at 2:00 p.m.
Mandatory Site Visit / Pre-Bid Meeting (Option 2)	October 6, 2025 at 2:30 p.m.
Deadline for Questions	October 10, 2025 [4:00 PM] local time
Deadline for Issuing Addenda	October 17, 2025 [4:00 PM] local time
Submission Deadline	October 21, 2025 [4:00 PM] local time
Rectification Period	Two (2) business days
Anticipated Evaluation and Ranking of Respondents	Week of October 27, 2025
Anticipated Execution of Agreement	Week of November 3, 2025

The RFP timetable is tentative only, and may be changed by the Owner at any time. For greater clarity, business days means all days that the Owner is open for business.

The Owner has provided two (2) mandatory site visits to allow an opportunity for Respondents to attend and obtain information that is required to provide a response. Respondents will be required to attend a minimum of one (1) of the site visits in order to respond to this RFP. Failure to attend a minimum of one (1) of the site visits will result in the Respondent not being considered further. If required, Respondents shall make arrangements with their Sub-Contractors to attend one of these site meetings.

The Mandatory site visits will be held Tuesday September 30, 2025 as well as Monday October 6, 2025 and will commence at the latest at the times listed above whether or not all interested parties are in attendance. The mandatory site visit will take place at the project site which is located at 984 Gorham Street, Newmarket, ON.

Respondents are advised that the site visit is Mandatory as it is imperative to visit and further the site will not be available any other time.

1.5 Submission of Proposals

The Corporation of the Town of Newmarket (the Owner) shall **only** accept and receive Electronic Proposal submissions through the Owner's Bidding System, hereafter called the **'bidding system'**.

Hard-copy proposal submissions shall not be accepted.

1.5.1 Proposals to be Submitted to Prescribed Location

Proposals must be submitted to the Bidding System at the following location:

newmarket.bidsandtenders.ca

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

All respondents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda and submit their proposals electronically through the bidding system.

Respondents are cautioned that the timing of their submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a respondent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Owner recommends that respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Owner's bidding system web clock.

Following the respondents upload of their bid / proposal, the bidding system will send a confirmation email to the respondent advising when the proposal was submitted successfully. If respondents do not receive a confirmation email, they should contact bids and tenders and the RFP Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a Respondent has obtained this solicitation document from a third party, the onus is on the Respondent to create a bidding system vendor account and register as a plan taker for the opportunity at newmarket.bidsandtenders.ca

1.5.4 Questions / Technical Issues before the Submission Deadline

IMPORTANT: All questions related to the RFP shall be submitted by way of the "Submit a Question" button of the bidding system.

Respondents should contact the [bidding system's](mailto:support@bidsandtenders.ca) technical support at support@bidsandtenders.ca or dial 1 800 594-4798, at least forty-eight (48) hours prior to the submission close, if they encounter any problems using the "Submit a Question" button of the bidding system. Respondents should also contact the bidding system's technical support for any other bidding system technical related issues as well.

For urgent matters not related to a technical issue with the bidding system or a question related to the RFP that should be submitted using the "Submit a Question" option, respondents may contact the Procurement Services Department at 905-953-5335 or procurement@newmarket.ca and your call / email will be directed to the RFP contact.

1.5.5 Amendment of Proposals

Respondents may amend their proposals prior to the Submission Deadline. However, the Respondent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.5.6 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a Respondent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the Respondent is solely responsible for ensuring that the proposal is withdrawn through the bidding system. The Respondent is solely responsible to re-submit their proposal by the Submission Deadline. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Respondent.

1.5.7 Questions to the RFP Contact following the Submission Close

Following the submission close, respondents may contact the Owner for an update as to this procurement process by emailing procurement@newmarket.ca.

1.5.8 Guide for Assembling the Proposal Submission

Proposals Submissions shall be submitted in compliance with Schedule 2 – Owner’s Bidding System Terms of Service.

Proposals should be prepared simply and provide a straightforward concise description of the Respondent’s capabilities for satisfying the requirements of the Owner’s Proposal call. Emphasis should be on completeness and clarity of content.

Ensure your Proposal submission document(s) conforms to the following:

- a. Documents should be in PDF format. Documents should **NOT** be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for Town staff to view and/or listen to your video and/or audio information in your bid.
- b. Documents should **NOT** have a security password, as the Owner may not be able to open the file.
- c. The maximum file upload size is 512MB. To reduce the document size, Respondents should follow the instructions below on zipping their document(s).
- d. It is the Respondent’s sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
- e. If a Respondent requires to upload more than one (1) document, the Respondent should combine the documents into one Zipped file, as per instructions stated in the Bidding System Document upload area. If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as “Previous Experience”.

Your “Table of Contents” should indicate the section and page number for your response to each item in Part II. This will help ensure that all Proposals present the requested information in the same format. This “sameness” will make the Proposal evaluation process easier to evaluate against the Owner’s evaluation criteria and rating system.

1.6 Alternative or Green Products

Prior to the stated deadline date for questions, if applicable to this RFP, respondents may submit for consideration by the Owner, alternative or green product(s); provided the alternative or green product(s) meet the Owner's minimum specifications in writing through Newmarket's Bid Opportunities website using the **"Submit a Question"** link associated with this bid opportunity.

Any technical product information submitted by the Respondent should include manufacturer name, model and a similar scope reference project. The Owner reserves the right to request additional information of the Respondent. The Owner will issue an Addendum to all Respondent for each alternative and/or green product that is approved by the Owner as acceptable for the solicitation. The Owner shall be the sole judge in determining if an alternative or green product is acceptable. All Respondents may propose the original product and/or on any alternative or green products which have been approved by the Owner through an Addendum. Proposals which submit an alternative or green product(s) that has not received written approval from the Owner by addendum prior to the Closing Date will be rejected.

1.7 Canadian Preference

Due to the Tariffs imposed by the United States government, the Town of Newmarket has adopted procurement strategies and practises to give preference to Canadian Suppliers and Canadian Subsidiaries, as defined below, and where permitted by the applicable trade treaties as follows:

In accordance with the evaluation strategy described in Part 2, Evaluation, Selection and Award, if the lowest compliant proposal/bid amount is from a Non-Canadian respondent, and if the lowest compliant proposal/bid amount from a Canadian Respondent is within 25% of the lowest compliant proposal/bid amount of such Non-Canadian Respondent, the Town reserves the right to award the contract to the Canadian respondent.

The Town shall be entitled to exercise or not exercise such right in its sole discretion and without liability, cost or penalty to any respondent or other person.

Respondents are required to fill out Schedule 8 – Prioritizing Canadian Suppliers - Attestation Form based on the following definitions:

CANADIAN SUPPLIER means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

- A. has its headquarters or principal place of business in any province or territory of Canada; or
- B. has at least 70% of its employees in Canada at the time of the bid/proposal submission of the applicable procurement process; or
- C. is a Canadian Business Subsidiary.

CANADIAN BUSINESS SUBSIDIARY means a corporation operating in Canada, that acts as a supplier, manufacturer or distributor of goods and services and is controlled by a parent corporation outside of Canada, and where:

- A. the business subsidiary has permanent offices or production facilities in Canada, and
- B. a minimum of 70% of the deliverables will be provided by employees based in Canada.

USA BASED SUPPLIER means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in the United States of America ("USA"). The business either:

- A. has its headquarters or principal place of business in any state or territory of the USA; or
- B. has at least 70% of its employees in the USA at the time of the bid/proposal submission of applicable procurement process.

OTHER SUPPLIER means a supplier, manufacturer or distributor of any business structure who is not a Canadian Supplier or a Canadian Business Subsidiary and not a USA Based Supplier.

In accordance with Stage III – Pricing, the following bolded terms are defined as follows:

NON-CANADIAN RESPONDENT means a USA Based Supplier and Other Supplier.

1.8 Trade Tariffs and Pricing

The Town of Newmarket recognizes that this Bid Call Document is being released during uncertain times with respect to trade between Canada and the United States. Without limiting any of the other requirements of this procurement, respondents are expected to submit pricing in the Schedule of Prices that is inclusive of all custom duties or import tariffs relevant to any part of the work or provisions of Deliverables under the Contract in force at the time of submission.

PART II – Evaluation, Selection and Award

2.1 Stages of Evaluation

The evaluation of submissions will be conducted in the following stages.

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Owner will issue the Respondent a rectification notice identifying the deficiencies and providing the Respondent an opportunity to rectify the deficiencies. If the Respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Owner issues a rectification notice to the Respondent. The mandatory submission requirements are set out in Section 2.7 of the RFP.

2.3 Stage II – Verification of the Proposed Subcontractors

The Owner will review submissions to verify that the originally proposed subcontractors as listed in Phase I of RFP-2025-063 remain consistent with the Subcontractors for the work described in this RFP. Changes to the originally proposed Subcontractors will be evaluated as further described in section 2.7.2.

2.4 Stage III - Pricing

Stage III will consist of an evaluation of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Part 2. The evaluation of price will be undertaken after the evaluation of any mandatory requirements, if any, have been completed. The respondent who has met all requirements as described in Part 2 providing the lowest price will advance to the next stage.

2.5 Stage IV – Optional Past Performance Review – Purposely Omitted

This stage has been purposely omitted.

2.6 Stage V – Ranking and Selection of Respondents

Subject to the process rules contained in the Part 2 – Evaluation, Selection and Award to include rules for supporting Canadian Preference, and Part 3 - Terms and Conditions of the RFP Process and Governing Law and following the completion of Evaluation Stages I through IV (if exercised) the lowest compliant Respondent will be recommended for selection and award and invited to enter into the Agreement in accordance with Part 3.

In the event of a tie, the selected Respondent will be determined by way of coin toss. The selected lowest compliant Respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFP, including the pre-conditions of award, and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the Respondent and the selection of another Respondent or the cancellation of the RFP.

2.7 Detailed Evaluation Criteria

2.7.1 - Stage I - Mandatory Submission Requirements

All proposals submitted shall be in Canadian dollars (CAD), unless otherwise stipulated in the Bid Document. H.S.T. is additional.

The Proposal submission should be detailed and follow the following format, which should include but not limited to the following:

(a) Online Declarations (Complete online)

By submitting an online response to this RFP, and to be eligible for consideration, each Respondents acknowledges its acceptance of the RFP Terms of Reference and Governing Law as outlined in Part 3 of this document.

(b) Table A1 - Schedule of Prices (Complete online)

Respondents must include an Online Schedule of Prices completed as described herein.

(c) Table A2 - Schedule of Prices – Allowances (Complete online)

Respondents must include an Online Schedule of Prices - Allowances completed as described herein.

(d) Table A3 - Schedule of Prices - Optional (Complete online)

Respondents must include an Online Schedule of Prices - Optional completed as described herein.

(e) Table B – Similar Projects and References Form (complete online)

Each Respondent must complete the Similar Projects and References Form.

(f) Table C – Subcontractors (complete online)

Respondents must complete Table C – Subcontractors or confirm that the Deliverables will be performed by their own forces. Respondents should review Section 2.7.2.

(g) Table D – Verification of the Proposed Subcontractors (complete online)

Respondents must complete Table D – Verification of the Proposed Subcontractors or confirm that the Deliverables will be performed by their own forces. Respondents should review Section 2.7.2.

(h) Table E – Proponent Information Form (complete online)

Each Respondent must complete the Proponent Information Form.

(i) COMPLETED Schedule 8 – Prioritizing Canadian Suppliers – Attestation Form (Upload)

Respondents must complete and include **Schedule 8 - Prioritizing Canadian Suppliers – Attestation Form** as described in Section 1.7

2.7.2 - Stage II – Verification of the Proposed Subcontractors

The mandatory technical requirements for this RFP are as follows:

The Respondent's subcontractors who were identified in RFP-2025-063 should remain consistent with the subcontractors to be included in this RFP, for the roles and responsibilities identified in RFP-2025-063.

Respondents shall **submit a statement confirming**, there are either:

i. No changes to the Subcontractors provided for in their submission to RFP-2025-063,

or

ii. Changes have occurred to the Subcontractors (Mechanical (HVAC), Plumbing, Electrical, Drywall, Painting, Flooring) provided for in their submission to RFP-2025-063.

In the event of any changes to the previously submitted Subcontractors (Mechanical (HVAC), Plumbing, Electrical, Drywall, Painting, Flooring) the respondent's statement should include the following:

i. The name and role of the proposed replacement subcontractor;

ii. How the experience(s) and qualifications of the proposed new Subcontractor are equal to or greater than the experience and qualifications of the Subcontractor's being replaced;

Respondents who propose new subcontractors that do not meet the above criteria, or have significantly lower experience and / or qualifications to the subcontractor proposed in Phase I, will result in their proposal NOT being considered further.

Failure to submit sufficient information to support the above criteria will also result in a respondent's submission NOT being considered further.

Any changes to the subcontractors proposed for RFP-2025-063 shall be subject to acceptance at the sole discretion of the Town.

2.7.3 - Stage III - Evaluation of Pricing

Respondents are to provide pricing in Table A1, A2 & A3 of the Online Schedule of Prices.

Prices, Rates and Costs must be provided in Canadian funds, inclusive of all applicable duties, tariffs and taxes except for HST, which should be itemized separately.

Prices, Rates and Costs quoted by the Respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all disbursements (including mileage, parking, printing and plotting, courier, telephone/fax/cell, site plan and building permit applications/documents, any other permits, presentation materials, printed materials, and all other overhead, including any fees or other charges required by law.

Please note that any quantities set out herein are estimates only and are provided as a basis for establishing and comparing submissions. There are no guarantees made as to volume, if additional goods and or services are required at any point during the life of the contract, the unit prices submitted (or better) shall be provided to the Owner.

Respondents acknowledge and accept, that by participating in this Bid Call, that the Owner's determination of the lowest price shall be based on the "**Summary Table (which is comprised of the combined subtotal amounts for Tables A1, A2 and A3)**", including any and all Provisional Prices (if applicable) plus annual percentage increase(s) if stated, by the Respondent in their submitted pricing over the Term of Contract, including any option years. Pricing submitted shall remain firm for the duration of the Term of Contract. The Owner may, in its sole and absolute discretion, include or delete any or all Provisional Price(s) in the final Contract price.

Canadian Preference

If the lowest compliant Subtotal Contract Amount is from a Non-Canadian Respondent and if the lowest compliant Subtotal Contract Amount from a Canadian respondent is within 25% of the price of such Non-Canadian respondent, the Town reserves the right to award the contract to the Canadian respondent. The Town shall be entitled to exercise or not exercise such right in its sole discretion and without liability, cost or penalty to any respondent or other person.

2.7.4 - Stage IV - Optional Past Performance Review – PURPOSELY OMITTED

This stage has been purposely omitted.

2.8 Pre-Conditions of Award

Within ten (10) business days of the date of the written notification of selection by the Town, the selected Respondent will be expected to provide the Town with the below documentation.

Should the selected Respondent refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the selected Respondent may be suspended for a period of two (2) years in accordance with the Contractor Performance Procedure set out in the Owner's Procurement Bylaw Number 2014-27, as it may be amended, restated, supplemented or replaced from time to time. The Owner reserves the right to either award to the next highest evaluated Responsible and Responsive Respondent or cancel the solicitation.

The Owner may grant additional time to fulfill the necessary requirements, if in the opinion of the Owner, the extension does not compromise the interests of the Owner.

2.8.1 – Insurance

The Contractor upon award of the Contract shall at its own expense obtain and maintain Insurance until the termination of the Contract, with insurers acceptable to the Owner, the insurance as stated in Appendix 3 – Special Provisions.

2.8.2 – WSIB

A valid WSIB Clearance Certificate for General Contractors, G6 Class (non-residential construction) and NAICS Code 236220 (commercial and institutional building construction).

2.8.3 – Bonding

2.8.3.1 The following bonding shall be executed with a surety licensed to issue bonds in the Province of Ontario:

- a. A **Performance Bond** in the amount of **50%** of the awarded Sub-Total Contract Amount (exclusive of HST) on Form 32, Performance Bond under Section 85.1 of the Act as prescribed in O.Reg 303/18 of the Construction Act, available at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>

- b. **A Labour and Material Payment Bond** in the amount of **50%** of the awarded Sub-Total Contract Amount (exclusive of HST) on Form 31, Labour and Material Payment Bond under Section 85.1 of the Act, as prescribed in O.Reg 303/18 of the Construction Act, available at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>

2.8.3.2 Bonding shall be submitted in one of the following formats and must meet the following requirements:

a. Original Executed Form

- i. Submit an original executed form.
- ii. Original executed form has been received and accepted by the Town.

A submitted bond failing to be accepted by the Town will NOT be considered to be valid.

b. Electronic or Digital

- i. The version submitted must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- ii. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the Owner, and in a single file. Allowable formats include pdf.
- iii. The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding item b. i.
- v. Bonds passing the verification process will be treated as original and authentic.

A submitted bond failing the verification process will NOT be considered to be valid.

2.8.4 – Health and Safety Policy

The selected Contractor shall provide a current health and safety policy and program.

2.8.5 – Work Schedule

The selected Contractor shall provide the work schedule.

2.8.6 – Notice of Project

The selected Contractor shall provide a Notice of Project prepared by the Ministry of Labour and signed by the Contractor.

2.8.7 – Executed CCDC 2 Agreement

Three originally executed hardcopy, or one digitally executed agreement shall be returned to the Owner.

2.8.8 – Purchase Order Set up Form

The selected supplier shall provide a completed Purchase Order Set-up form.

2.8.9 – Direct Deposit Form

The selected supplier shall provide a completed Direct Deposit form.

2.8.10 – Health & Safety Attestation Form

The selected supplier shall provide a completed Health & Safety Attestation form.

PART III – Terms and Conditions of the RFP Process and Governing Law

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Respondent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Respondent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the Owner may consider the Respondent's past performance or conduct on previous contracts with the Owner or other institutions.

3.1.5 Information in RFP Only an Estimate

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Respondents the general scale and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Respondents to Bear Their Own Costs

The Respondent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the Owner

The Owner will not return the proposal or any accompanying documentation submitted by a Respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the successful Respondent. The contract with the selected Respondent will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Definitions

All initially capitalized terms shall have the meanings as described thereto in the Owner's [Procurement Bylaw Number 2014-27](#), as it may be amended, restated, supplemented or replaced from time to time, and as described in this RFP.

3.1.10 Rejection of Proposal

The Owner reserves the right to reject any or all proposals for any reason whatsoever, and to accept any Proposal considered in the Owner's Best Interests. The Owner also reserves the right to award a Contract to other than the Respondent submitting the lowest Sub Total Cost Proposal to the Owner and the right to cancel this Solicitation at any time without obligation.

3.1.11 Blackout Period

The Blackout Period begins when the Bid Call Document is issued and ends when the Contract is signed by the Owner and the selected Respondent. During the Blackout Period, Respondents must conduct all communication about the procurement only with the RFP Contact stated in this Bid Document.

Any communication initiated by a Respondent to elected officials or staff of the Owner other than to the Procurement staff during the "Blackout Period" may be grounds for disqualifying the offending Respondent from consideration for contract award.

During the competitive period (Blackout Period) Respondents may submit questions, as stated on Page 2 of this Bid Document. The RFP Contact may issue a written addendum to provide clarification or modification to the Bid Call Document. The addendum will be published on the Owner's Bid Opportunities website.

3.1.12 Lobbying Prohibited

If any director, officer, employee, agent or other representative of a Respondent, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Respondent, makes, from the time the Bid Documents are released until a contract is executed, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Respondent's Bid, the Owner will be entitled to reject the Bid. This requirement does not extend to any public deputations.

3.1.13 Litigation/Probation/Suspension

The Bid Review Panel shall reject a Bid (except for the exceptions stated in the Procurement Bylaw, as amended) from any Respondent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Owner or who is currently serving a Suspension Period, in accordance with the Owner's [Contractor Performance Procedure](#). Furthermore, the Owner shall retain the right to reject Bids which may have been received and/or awarded by the Owner, notwithstanding efforts by the Owner to screen the acceptance of Bids from parties engaged in unresolved litigation with the Owner or serving a Suspension period, once the Owner becomes aware of such unresolved litigation or Suspension period.

3.1.14 Contractor Performance

The Owner's Procurement bylaw and Contractor Performance procedure requires the Owner to evaluate a Contractor's performance on all public bids and to consider "past performance" evaluations, when determining award selection not only for this contract but future contracts.

The Owner also reserves the right to consider in the award of this contract the respondent(s) examples of experience and references carried out for the Owner.

The Owner, at its sole and unfettered discretion may in accordance with the Owner's [Contractor Performance procedure](#), assess the respondents performance on a regular basis and if warranted extend the Contract beyond the term, for a period of up to two (2) years, at the unit rates and / or the annual increase stated in the selected Respondents Proposal Submission.

Respondent should acquaint themselves with the Owner's [Contractor Performance Procedure](#).

3.1.15 Enquiries

If a Respondent needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through Newmarket's Bid Opportunities website using the "**Submit a Question**" link associated with this bid opportunity, prior to the stated deadline date for questions.

Verbal clarifications shall not be interpreted to change any of the term or conditions of the Bid Call Documents. Respondents shall only rely on information provided by the Owner in an addendum.

3.1.16 Bid Call Documents

The Owner's Bid Call Document (also referred to as "Bid Documents") shall include, but not limited to:

Part I - Invitations and Instructions to Respondents;

Part II - Evaluation Selection and Award;

Part III - Terms and Conditions of the RFP Process and Governing Law;

Part IV- RFP Particulars;

Part V- Submission Acknowledgments;

Part VI Schedules and Appendices (all appendices and or schedules listed in Part VI, unless provided directly in the form of a link, are published with the RFP document in the Owners Bidding Opportunities Portal and in accordance with section 3.1.16 shall form part of the Bid Documents and resulting Agreement);

Part VII – Online Schedules / Appendices / Tables

Addenda

3.1.17 Agreement

The Agreement is comprised of the Bid Call Documents and the successful Respondents proposal submission upload and responses to the Online Schedules / Appendices / Tables as referenced by way of Part VI as well as all required pre-condition of award requirements as further listed in Schedule 6 – Form of Agreement.

3.1.18 Subcontractors

Respondents shall in their proposal submission, submit the names of all of the Subcontractors which the Respondent shall use to perform Work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.

Respondents shall ensure that all Subcontractors selected and named have experience in the Subcontract Work described, have submitted their Subcontract prices in strict accordance with the Bid Documents, and that they shall execute their Work with competence and within the required time frame.

Respondents shall ensure that all Subcontractors included in a Bid shall be actively engaged in Work of the type described and shall be able to show proof upon request by the Owner of previous Work of similar nature performed by them.

Respondents shall **not** show “Own Forces” in their list of Subcontractors, except where the Respondent’s intent is to employ the Respondent’s own qualified on-staff personnel to perform such Work.

Respondents shall **not** indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall **not** indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

Respondents shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.

No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Contractor with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid to the Contractor, with no consequences to the Owner.

The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Respondent shall be required to propose an alternate Subcontractor without resulting change to the Bid.

3.1.19 Bid Closing Time and Date

All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Respondent to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Proposal submissions shall be received by the Owner’s Bidding System not later than (16:00:00 hours) 4:00:00 p.m. Eastern local time, on the specified closing date.

The closing time shall be determined by the Bidding System web clock.

3.1.20 Proposal Preparation and Submission

All Proposals should be submitted in the Proposal format provided by the Owner in the Bid Document.

All expenses involved with the preparation and submission of Proposals to the Owner, or any work performed in connection therewith shall be borne by the Respondent. No payment shall be made for any Proposals received, nor for any other effort required of, or made by, the Respondent prior to the commencement of the Work.

A Respondent desiring to make adjustments to a Proposal shall withdraw the Proposal and re-submit it with a new or revised Proposal prior to the specified Proposal Closing Time and Date.

3.1.21 Avoid Vague Terms

The use of N/A should be avoided. N/A can mean several things: Not Available, Not Applicable because there is no charge for the item, or Not Applicable because the item is not proposed.

3.1.22 General Guidelines for Evaluations

Notwithstanding the specific instructions provided in Part III, Respondents may be requested to:

- Provide additional information.

- Clarify their submissions.
- Address specific requirements not adequately covered in their initial submission.
- Provide a best and final offer.

Proposals will be evaluated by a group of individuals established to review the Proposal submissions, conduct interviews and negotiations, if required in accordance with Part II, and at the sole discretion of the Town, during proposal evaluation for a specific product and/or service. The teams typically represent the functional areas with a RFP Contact chairing the Evaluation team.

Each Respondent acknowledges that in the event the total amount bid for an item does not agree with the extension of the quantity and the Respondent's unit price, the unit price shall govern and the extended total amount and total price shall be corrected accordingly by the Owner.

Each Respondent acknowledges that where the total price does not agree with the sum of the extended amounts bid for the individual items, the amounts bid for the individual items shall govern and the total price shall be corrected accordingly by the Owner.

The Owner reserves the right to seek clarification on any one or more Proposal(s) without being obligated to seek clarification on the remaining Proposals.

The Owner reserves the right to consider, during the evaluation of Proposals:

- i. Seek clarification of any proposal(s) without becoming obligated to seek clarification of any other proposal,
- ii. Information provided in the Proposal itself;
- iii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- iv. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Respondent;
- v. The manner in which the Respondent provides services to others;
- vi. The experience and qualification of the Respondent's team;
- vii. The compliance of the Respondent with the Owner's scope of work and specifications;
- viii. Safety records, Respondents with poor safety records should not be considered for award.
- ix. Staff or sub consultant qualifications and experience.
- x. Equipment of the Respondent,
- xi. Respondents determined not to be Responsible (not fully capable to meet all of the requirements of the proposal including but not limited to; financial and technical) may not be considered for award; and
- xii. Previous Owner Contractor Performance Evaluations

By submitting a Proposal, the Respondent acknowledges and accepts the Owner's rights and Privileges under this section and, subject to the paragraph below, absolutely waives and releases any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure

to accept or reject the Proposal submitted by the Respondent, or the acceptance or rejection of any other Proposal, or the manner in which this Proposal was conducted, whether such right or cause of action arises in contract, negligence, or otherwise.

Without limiting the generality of the above paragraph, by submitting a Proposal, the Respondent further acknowledges and agrees that should a Court of competent jurisdiction determine that the above paragraph is not enforceable by the Owner, the limit of the Owner's liability and the liability of its consultants to the Respondent for damages of any kind whatsoever arising out of the Solicitation, including, but not limited to, the costs of preparing a Proposal, damages for lost opportunity, and damages for lost profits or overhead, arising from, contributed by or related to any act or omission of the Owner or its consultants of any kind whatsoever in the course of the Solicitation, including, without limitation, in the manner in which the Solicitation was conducted or any award of Contract that was made, is the lesser of:

- a. the demonstrable cost to the Respondent of preparing its Proposal; and
- b. \$50,000.00.

3.1.23 Negotiations

There will be no negotiations to the terms of this RFP or pricing submitted unless the selected bid is over budget in accordance with section 3.1.28.

3.1.24 Written Notices

Any written notice, or any other material to be given or delivered pursuant to the Contract, shall be deemed properly given if delivered personally or mailed by registered mail as follows:

If to the Corporation of the Town of Newmarket:

Attention: Shara-Marie Orsi, Legal & Procurement Services Department

If to the Selected Respondent, it will be to the Attention and address of the Respondent's representative submitting the Proposal

Such other addresses of which the party to be notified shall have given written notice to the other party in accordance with the above and such notice shall be deemed to have been given at the time it was delivered or Three (3) Working Days from the date of mailing as the case may be.

3.1.25 Partnerships

The Respondent may establish a consortium within its Proposal, wherein the Proposal will have a Prime Respondent that shall sign the Proposal submission form, submit the submission to the Towns Biding and who will be the Town's main point of contact. The prime Respondent will be expected to work with the Town of Newmarket's Internal Staff to carry out the scope of work. Payment unless otherwise authorized will be to the Prime Respondent.

3.1.26 Notification and Debriefing

Once an agreement is executed by the Owner and a Respondent, the other Respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.1.27 AODA

All deliverables are to be provided in format(s) that comply with the *Accessibility for Ontarians with Disabilities Act* (AODA) requirements.

3.1.28 Contract Amount to be within Owner's Approved Budget

If the contract amount (which may be the "Subtotal Contract Amount" or the "Combined Subtotal Contract amount") of the compliant low-bid Respondent does not exceed the Town's approved budget amount for the deliverables described herein, then subject to the Terms of Reference and Governing Law, the compliant low-bid Respondent as established under the evaluation will be selected in accordance with Part II.

If the total contract amount of the compliant low-bid Respondent is greater than the Town's budget amount for the deliverables described herein, the Town may, at its sole discretion, proceed with the selection of that Respondent based on the pricing in its response, or it may offer the compliant low-bid Respondent the opportunity to conclude a contract for the amount available in the Town's budget. If the compliant low-bid Respondent is agreeable, then subject to the Terms of Reference and Governing Law, it will be selected to enter into a contract for the provision of the Deliverables. If the compliant low-bid Respondent is not agreeable, they will be removed from further consideration, the next-highest scoring Respondent from Part II will become the new compliant low-bid Respondent.

3.2 Communication after Issuance of RFP

3.2.1 Respondents to Review RFP

Respondents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Respondent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner is not responsible for any misunderstanding on the part of the Respondent concerning this RFP or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Respondents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the Owner.

Addendum/Addenda, if required, issued by the RFP Contact shall form part of the Bid Call Document. Respondents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Respondents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Respondent can submit their Proposal submission online.

Addendum/Addenda will typically be issued through the Bidding System, at- least Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Respondent to have received all Addendum/Addenda that have been issued. Respondents should check online at <http://bids.newmarket.ca> prior to submitting their Proposal and up until Proposal closing time and date in the event additional addendums are issued.

The Owner encourages Respondents **not** to submit their Bid **prior to** forty-eight (48) hours before the Proposal closing time and date, in the event that an addendum is issued. If a Respondent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Proposal submission and change their Proposal submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Respondent in the "**MY BIDS**" section of the Bidding System.

The Respondent is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 4:00:00 p.m. (16:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to Newmarket's Bid Opportunity website and create a separate vendor account.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Owner may request further information from the Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP or other criteria. The Owner may revisit, re-evaluate and rescore the Respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by the Owner and a Respondent, the other Respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a Respondent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Owner's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Owner in the preparation of its proposal that is not available to other Respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Owner may disqualify a Respondent for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, that constitutes a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Owner may disqualify a Respondent, rescind an invitation to negotiate (if applicable) or terminate a contract subsequently entered into if the Owner determines that the Respondent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest as described herein.

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The Owner may prohibit a respondent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the respondent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the Respondent to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Respondent

A Respondent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals. If a Respondent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Respondent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the Owner by this RFP process until the successful execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the Respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Owner may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

PART IV – RFP Particulars

4.1 The Deliverables

The Town of Newmarket (the Owner) requires the services from a reputable, experienced and responsible Contractor to provide all materials, labour, and equipment to renovate Fire Station 4-1. The work shall include re-working interior spaces, lighting, ceilings, flooring, millwork, plumbing, and finishes.

4.1.1 Background

The Town of Newmarket is proud of its reputation for delivering and ensuring quality services and programs to our residents. The Owner is committed to making Newmarket even better, by creating meaningful, engaging, and accessible recreation experiences balanced with natural and cultural heritage preservation.

The Owner will achieve this by ensuring its planning processes and strategies focus on meeting the needs of all residents while creating a vibrant and sustainable community by connecting people through ideas, technology and neighbourhoods.

4.1.2 Specifications and Drawings

The work specified in this contract will be performed in strict accordance with the Specification and Drawing packages provided by +VG Architects. The packages include architectural, structural, mechanical, and electrical.

4.1.3 Schedule

The work shall be completed as soon as possible, anytime after award. All work shall be substantially completed by June 30, 2026.

Correction of minor deficiencies and project closeout activities not expected to disturb the regular operations of the building may be completed beyond the specified completion date.

Work is to be coordinated and scheduled with the prior approval of the Owner, and sufficient notice, not less than 48 hours, shall be provided for any change in the schedule.

If the work cannot be completed, during the specified timeline, the Contractor shall clearly state it in their bid submission.

4.1.4 Type of Contract for the Deliverables

The Contract for the Deliverables will be the Standard Construction Document CCDC 2-2020 Stipulated Price Contract.

Attached to this RFP:

Appendix 1 - CCDC 2 - 2020 Stipulated Price Contract

Appendix 2 - Supplementary Conditions to CCDC 2 - 2020 Stipulated Price Contract

Appendix 3 - Special Provisions

Notice of Project

The Supplier / Contractor / Consultant shall provide a Notice of Project prepared by the Ministry of Labour and signed by the Supplier / Contractor / Consultant.

4.1.6 Access to Owner's Property

The Work specified in this Contract will be performed in strict accordance with the Drawings and Specifications. Since the Fire Station will remain operational and the work will be phased, only access to the work areas will be permitted. If access is required to the occupied spaces, Contractor to make arrangements with CYFS Staff.

4.1.9 Non-Exclusive

The Owner reserves the right to find an alternate source if the selected Vendor does not fulfill their obligation to supply, deliver and/or service contained in the Proposal.

Any Contract awarded as a result of the RFP will be non-exclusive. The Owner may, at its sole and unfettered discretion, purchase the same or similar products/services from other sources during the term of the Contract. The Owner reserves the right to seek competitive bids and award projects, equipment, goods and services related to this contract at the Owners discretion.

4.1.10 Contractor Performance

The Owner, at is sole and unfettered discretion may in accordance with the Owner's [Contractor Performance procedure](#), assess the respondents performance on a regular basis, and extend the Contract beyond the term stated above, for a period of up to two (2) years, at rates plus any applicable annual increase stated in the selected Respondents Proposal Submission.

[End of Part 4]

PART V – Submission Acknowledgements

The Respondent acknowledges the following:

5.1. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the Respondent unless and until the Owner and the Respondent execute a written agreement for the Deliverables.

5.2. Ability to Provide Deliverables

The Respondent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its quotation.

5.3. Non-Binding Pricing

The Respondent has submitted its pricing in accordance with the instructions in the RFP. The Respondent confirms that the pricing information provided is accurate. The Respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5.4 Addenda

The Respondent is deemed to have read and taken into account all addenda issued by the Owner prior to the Deadline for Issuing Addenda. The Respondent is requested to confirm that it has received all addenda in the Bidding System. Respondents who do not acknowledge receipt of all addenda will not be considered for award.

5.5 No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFP.

5.6 Conflict of Interest

The Respondent must declare all potential Conflicts of Interest, as defined in section 3.4 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Owner within twelve (12) months prior to the Submission Deadline.

In the “Addenda, Terms and Conditions” section of the RFP, Respondents are required to provide a response to the following:

“Does the Respondent have any potential conflict of interest, it awarded this bid?” Yes or No

If the question is answered with “No”, the Respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the question is answered with “Yes”, the Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP

If the Respondent declares an actual or potential Conflict of Interest by responding with a “Yes”, the Respondent must set out the details of the actual or potential Conflict of Interest in the field provided in the “Addenda, Terms and Conditions” section of the online bidding system.

5.7 Disclosure of Information

The Respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation this quotation.

PART VI – List of Schedules / Appendices

All appendices and or schedules listed below, unless provided directly below in the form of a link, are published with the RFP document in the Owners Bidding Opportunities Portal and in accordance with section 3.1.16 shall form the Bid Documents and resulting Agreement.

Schedule 1	-	Owner's Standard Terms and Conditions
Schedule 2	-	Owner's Bidding System Terms of Service
Schedule 3	-	Owner's Purchase Order Terms and Conditions
Schedule 4	-	Owner's Insurance Form
Schedule 5	-	Owner's Change Order Form
Schedule 6	-	Purposely Omitted
Schedule 7	-	Purposely Omitted
Schedule 7a	-	Purposely Omitted
Schedule 7b	-	Purposely Omitted
Schedule 7c	-	Purposely Omitted
Schedule 7d	-	Purposely Omitted
Schedule 8	-	Prioritizing Canadian Suppliers – Attestation Form
Schedule 9	-	Purposely Omitted
Schedule 10	-	Purposely Omitted
Schedule 11	-	Purchase Order Set-Up Form
Schedule 12	-	Application for Direct Deposit
Schedule 13	-	Health & Safety Attestation
Appendix 1	-	CCDC 2 – 2020 Stipulated Price Contract
Appendix 2	-	Supplementary Conditions to CCDC 2 - 2020 Stipulated Price Contract
Appendix 3	-	Special Provisions
Specifications		
Drawings		

PART VII - Preview of On-Line Bidding System Schedules / Appendices / Tables

Please find below a **preview only** of certain schedules and or appendices and or tables (collectively, “**Schedules**”) that will need to be **completed online only** through the Bidding System by the Respondent as part of your Bid submission.

The Respondent acknowledges that the preview below is provided as a courtesy only (to assist the Respondent in determining the size and scope of the project, etc.) and shall not be relied upon in any way

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the Respondent’s responsibility to review all addendums and ensure that the Bid is submitted based on the current requirements.

For greater certainty, the Respondent shall submit their Bid by completing all Schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview Schedules below may in the Owner’s sole discretion, be disqualified and rejected on the basis of being incomplete.

RFP-2025-105 - Station 4-1 Renovations (Pre-qualified Contractors from RFP-2025-063)

Issue Date: September 24, 2025 4:00 PM

Closing Date: October 21, 2025 4:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "NON-MANDATORY" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "EDIT PRICING" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Table A1 - Schedule of Prices

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Extended Total
1	Mobilization, Demolition, General Requirements	1	Lump Sum		
2	Bonds	1	Lump Sum		
2	HVAC Work	1	Lump Sum		
3	Plumbing Work	1	Lump Sum		
4	Electrical Work (including lighting)	1	Lump Sum		
5	Partitions (including structural)	1	Lump Sum		
6	Doors, Windows, and Hardware	1	Lump Sum		
7	Ceiling Work	1	Lump Sum		
8	Flooring	1	Lump Sum		
9	Millwork	1	Lump Sum		
10	Painting, Finishes, Accessories	1	Lump Sum		
11	De-Mobilization, Making Good Existing Conditions	1	Lump Sum		
Subtotal:					

Table A3 - Schedule of Prices - Optional

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Extended Total
1	Create new BBQ area including sliding door, awning, deck, railing, privacy screen, gas line, and structure.	1	Lump Sum		
2	Create new opening with lintel and door between stairwell 130 to truck bay 122	1	Lump Sum		
3	Renovate kitchen on main floor including partitions, millwork, plumbing, ceiling, light fixtures, and flooring	1	Lump Sum		
Subtotal:					

Table A2 - Schedule of Prices - Cash Allowances

Line Item	Description	Quantity	Unit of Measure	Unit Price	Extended Total
1	Contingency	1	Lump Sum	\$35,000.0000	\$ 35,000.00
2	Cash Allowance for Testing	1	Lump Sum	\$2,500.0000	\$ 2,500.00
Subtotal:					\$ 37,500.00

Summary Table

Bid Form	Amount
Table A1 - Schedule of Prices	
Table A3 - Schedule of Prices - Optional	
Table A2 - Schedule of Prices - Cash Allowances	\$ 37,500.00
Subtotal Contract Amount:	

Specifications

Table D - Verification of the Proposed Subcontractors

The Respondent’s subcontractors who were identified in RFP-2025-063 should remain consistent with the subcontractors to be included in this RFP, for the roles and responsibilities identified in RFP-2025-063.

Respondents shall **submit a statement confirming**, there are either:

i. No changes to the Subcontractors provided for in their submission to RFP-2025-063,

or

ii. Changes have occurred to the Subcontractors (Mechanical (HVAC), Plumbing, Electrical, Drywall, Painting, Flooring) provided for in their submission to RFP-2025-063.

In the event of any changes to the previously submitted Subcontractors (Mechanical (HVAC), Plumbing, Electrical, Drywall, Painting, Flooring) the respondent’s statement should include the following:

i. The name and role of the proposed replacement subcontractor;

ii. How the experience(s) and qualifications of the proposed new Subcontractor are equal to or greater than the experience and qualifications of the Subcontractor’s being replaced;

Respondents who propose new subcontractors that do not meet the above criteria, or have significantly lower experience and / or qualifications to the subcontractor proposed in Phase I, will result in their proposal NOT being considered further.

Failure to submit sufficient information to support the above criteria will also result in a respondent’s submission NOT being considered further.

Any changes to the subcontractors proposed for RFP-2025-063 shall be subject to acceptance at the sole discretion of the Town.

Line Item	Requested Information	Respondent Response *
1	Respondents shall provide a statement based on Section 2.7.2 and the above information to confirm Subcontractors.	

Table E - Respondent Information Form

Proponents are to provide the requested information in the table below.

Description	Respondents Response *
Respondent Full Legal Company Name	
Other names under which the Respondent carries out business	
Respondents Full Address including City, Province/State and Postal/Zip Code	
Respondents Staff with Authority to Bind the Organization including: Staff Full Name, Title and email address	
Respondents Contact Person for Inquiries during the bidding process including: staff full name, title, email address and phone number	
Office Phone Number	

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The Bidder shall **state only one (1) subcontractor for each type of work**

Table C - Subcontractors

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Type Of Work *	Subcontractor Firm Name	Contact Person	Telephone Number *

Documents

Ensure your Bid submission document(s) conforms to the following:

1. The maximum file upload size is 512MB. To reduce the document size, Bidders should follow the instructions below on zipping their document(s).
2. Documents should be in PDF format. Documents should NOT be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for Town staff to view and/or listen to your video and/or audio information in your bid.
3. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.
4. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
5. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file, as per instructions stated below.

If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

To compress (or zip) a file or folder, follow these steps

1. Locate the file or folder that want to compress.
2. Right-click the file or folder, point to **Send to**, and then click **Compressed (zipped) folder**.

A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename**, and then type the new name.

To upload a document follow these steps

1. Click on the browse button to locate the file on your computer or network
2. Click the upload button
3. After the file has been successfully uploaded, a link to the document will appear on the screen, along with the time/date that it was uploaded.
4. If you need to remove the document, click the remove button next to the document name.

- COMPLETED Schedule 8 – Prioritizing Canadian Suppliers – Attestation Form * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein.
2. The Bidder has carefully examined the Bid Documents and has a clear and comprehensive knowledge of the Work required. The Bidder represents and warrants its ability to perform the Work in accordance with the requirements of the Bid Document for the cost submitted herein.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the cost and terms as submitted by the Bidder herein.
4. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/WE, declare that I have read and understood the Owner's Supplier Code of Conduct in its entirety (which can be viewed on this web page [Supplier Code of Conduct](#) and my organization, and our sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract).
8. I/WE, declare I have read and understood the Owner's Contractor Performance Procedures which can be viewed on this web page [Contractor Performance Procedures](#).
9. I/We, certify that we are in full compliance with **O. Reg. 191/11: INTEGRATED ACCESSIBILITY STANDARDS** under [Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#), as amended.. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
10. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☐ I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

Does the Bidder have any potential conflict of interest, if awarded this bid?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		