

Tender 25-15 - Construction of New Town Hall Offices

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Tender 25-15 - Bid Form * (mandatory)
- Agreement to Bond for Performance and Labour and Materials Bonds * (mandatory)
- WSIB Clearance Certificate * (mandatory)
- Evidence of Insurance * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

Confidentiality

Information about the Town of South Bruce Peninsula obtained by a proponent must not be disclosed unless authorized by the Town. By submitting a Proposal, the proponent agrees that this obligation of confidentiality will survive the termination of this RFP and any contract that might arise between the parties.

Conflict of Interest

Each Proponent shall declare to the Town as part of their proposal any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of their proposal. If a conflict of interest exists, in the sole discretion of the Town, the Town reserves the right to reject the Proponent's submission or to otherwise require measures to be taken by the Proponent to mitigate the conflict.

Costs Incurred by Proponents

All costs and expenses incurred by the Proponent relating to the Proposal submission and any negotiations with the Town will be borne by the Proponent. The Town is not liable to pay such costs or expenses or reimburse or compensate Proponents under any circumstances, including the rejection of any or all Proposal submissions. The Town will not accept responsibility for any delays or costs associated with any review or the evaluation process.

No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal and by submitting a Proposal, the Proponent shall be deemed to have agreed that it has no claim. The Proponent understands that by making a Proposal submission, there is no implied or guaranteed contract under any circumstances. The Proponent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal call.

Errors and Omissions

It shall be understood and acknowledged that while this request for proposal includes specific requirements and specifications, minor items or details not herein specified but obviously required for the provision of services shall be provided as if specified in conformance with modern practices. Any omission, errors or misinterpretation of these requirements and specifications within the document(s) shall not relieve the Proponent of the responsibility of providing the costs of such goods or services as aforesaid.

Reserved Rights of the Town

The Town reserves the right, in its sole discretion, as follows:

- To issue an award for the services in whole or in part.
- To refrain from making an award if it determines that to be in its best interest, or not make an award to the highest scored compliant Proponent, or any Proponent, if it is determined by the Town that the costs of the services to be provided under the contract would exceed budgetary allotments.
- To make public the names of any or all Proponents.
- To reject a Proponent's proposal submission on the basis of:
 - A financial analysis determining the actual cost of the proposal submission when considering factors including but not limited to quantity, quality, service, price and other costs arising from the delivery of the required services;
 - Information provided by references and any interpretation of the information provided by references, at the sole discretion of the Town;
 - The Proponent's past performance on previous contracts awarded by the Town;
 - The information provided by a Proponent pursuant to the Town exercising its clarification rights under this Request for

Proposal process;

- Other relevant information, in the sole discretion of the Town, that arises during the Request for Proposal process.
- To waive formalities and accept a proposal submission which substantially complies with the requirements of this Request for Proposal.
- To check references other than those provided by a Proponent and use the reference as the reason not to award and contract.
- To disqualify any Proponent whose proposal submission contains misrepresentations or any other inaccurate or misleading information or any qualifications.
- To disqualify any Proponent or the proposal submission of any Proponent who has engaged in conduct prohibited by this Request for Proposal call or other Town policy.
- To make changes, including substantial changes, to this Request for Proposal provided that those changes are issued by way of addenda in the manner set out in this Request for Proposal call.
- To cancel this Request for Proposal process at any stage.
- To cancel this Request for Proposal process at any stage and issue a new Request for Proposal, Request for Quotation or Call for Tender Submission for the same or similar deliverables.
- To accept any Proposal submission in whole or in part.
- If a single Proposal submission is received, to reject the Proposal submission of the sole Proponent and cancel this Request for Proposal process or enter into direct negotiations with the sole Proponent.
- To reject any or all Proposal submissions in its absolute discretion and despite any evaluation which may be undertaken of the Proposal submissions.
- To reject any Proposal submission if the Proponent or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal proceeding with the Town, its elected or appointed officers and employees.
- These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Town shall not be liable for any expenses, costs or losses suffered by any Proponent or any third party resulting from the Town exercising any of its expressed or implied rights under this Request for Proposal.

Collusion and Fraud

In participating in this request for proposal, the Proponent will not discuss or communicate, directly or indirectly, with any other Proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their proposal submission. Each Proponent's proposal submission shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Proponent or servant, agent or representative thereof and each Proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

In like manner, the Proponent participating in this proposal will not discuss or communicate, directly or indirectly, with any servant, agent, officer, member of Council, staff member or representative of the Town, respecting the preparation, presentation, negotiation or contract award other than as provided herein.

Any Proponent who is found to have communicated as included in this section may be disqualified from negotiations and/or award of contract. All provisions of this section are deemed to include the statement "in the sole discretion of the Town".

Indemnity

Neither the issuance of this Request for Proposal document nor the receipt of any proposal submission shall constitute any obligation or imply any commitment on the part of the Town. Award of this Request for Proposal call shall be at the sole discretion of the Town. In the evaluation of proposal submissions, it is understood by the Proponent that the Town of South Bruce Peninsula reserves the right, in its sole discretion, to reject any or all bids and the lowest or highest bid as the case may be will not necessarily be accepted. Award of a contract in its entirety or in part shall be in accordance with Town requirements.

The Proponent, by participating in the Request for Proposal in any manner, will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and resulting from or arising out of the Proponent's participation in the Request for Proposal.

Freedom of Information

All information supplied to the Town becomes the property of the Town and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (the Act). The name of each Proponent will be made public.

The Proposal submission price will be made public only if the second envelope is considered. Disclosure of any other information will be made in accordance with the Act. The Proponent must specifically identify any information in its Proposal submission that is submitted in confidence and must state the reason the information is considered to be confidential.

Even in stating a request that information be kept confidential, the Proponent understands that all documents held by the Town are subject to disclosure if so directed by the Information and Privacy Commissioner and/or a court of competent jurisdiction.

Workers Safety and Insurance Board

The successful Proponent will be required to submit to the Town a WSIB Clearance Certificate prior to execution of a contract.

If the successful Proponent is an independent operator, an Independent Operator Status letter must be submitted to the Town from WSIB prior to the execution of a contract.

Insurance

- The Proponent shall understand that when the Town enters into a contract, insurance coverage shall be required.
- Insurance coverage shall include coverage of premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.
- The policy of insurance described above shall:
 - Contain a cross-liability clause;
 - Contain a severability of interests clause endorsement;
 - Provide that if cancelled or changed in any manner, thirty (30) days prior written notice by mail or facsimile transmission must have been given by the insurer to the Town failing which such cancellation or change shall be void as against the Town; and
- Be maintained in good standing without interruption during the entire period that services are provided under executed contract.
- The successful Proponent must provide a copy of the insurance policy or policies to the Town prior to the execution of any contract.

Accessibility

- In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:
 - How to interact and communicate with persons with various types of disability.
 - How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
 - How to use equipment that is available on premises that may help in the provision of goods or services.
 - What to do if a person with a disability is having difficulty accessing the provider's goods or services.
 - Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.
- Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 regarding training.
- In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

Inclusion

All reference to masculine will also be understood to include the feminine and all reference to feminine will also be understood to include the masculine.

All references to singular shall also be understood to include the plural and all references to the plural will also be understood to include the singular.

☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **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.		