



Request for Quotation

Title: **Ripley Medical and Childcare Centre**

Reference #: CAO2023-12-01

Closing Date: **Friday January 19th at 3:00 pm**

Closing Time: **3:00 pm** Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office
21 Queen Street
Ripley, ON, N0G 2R0
Attention: **Mike Fair**
Email: **mfair@huronkinloss.com**

For Contracted Work (Contractor)

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1. Introduction

1.1 Purpose

The purpose of this RFQ is to select a contractor to perform the work described in Schedule A.

1.2 Definitions

1. **“Agreement”** a written offer from the Township to the Preferred Proponent based on the information provided within the Bid Documents submitted by the Proponent. The signing of this document by both parties in addition to any Contract documents constitutes a legally binding Contract.
2. **“Authorized Agent”** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
3. **“Award”** is the acceptance of a Bid submission in accordance with this Request for Quotation, as evidenced by the Township of Huron-Kinloss written notification to the selected Proponent.
4. **“Bid”** is a written offer, in a specified form, received from a Proponent in response to a Request for Quotation to provide goods and Work based on the approved format of the Township of Huron-Kinloss containing terms and conditions.
5. **“Bid Documents”** form the basis of the bid process and are comprised of the following:
 - (a) Instructions to Proponents;
 - (b) Bid Form;
 - (c) Terms, Conditions, Specifications; and
 - (d) Addenda issued during the bidding period
6. **“Bid Package”** is the submitted package that includes the Quotation and any documents requested for evaluation.
7. **“Budget”** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.
8. **“Change Order”** is a written order issued by the Township of Huron-Kinloss that changes the scope or specifications of any project where change in cost or time is anticipated. The

Contractor must submit the estimated change in cost and completion date to the Township before undertaking such extra work.

9. **“Change Notice”** is a written order issued by the Township of Huron-Kinloss that changes the scope or specifications of any project where no change in cost or time is anticipated.
10. **“Change Directive”** is an expedited Change Order that is issued by the Township when the nature of the change does not provide sufficient time to complete the Change Order process or the scope of the extra work is unclear at the time. All changes in cost and completion date will be negotiated after the work associated with a Change Directive work is complete.
11. **“Contractor”** means any person or company who, by virtue of professional expertise of service is contracted by the Township of Huron-Kinloss to provide all specified labour, equipment and materials to complete a particular project.
12. **“Contract”** means a legal agreement to be entered into by the selected Proponent and the Township of Huron-Kinloss.
13. **“Council”** mean the elected representatives of the people of the Township of Huron-Kinloss with respect to municipal administration.
14. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.
15. **“Mandatory Performance Specification”** means requirements that the selected Proponent is obligated to perform under the Contract.
16. **“May”** used in this Request for Quotation document shall be permissive and discretionary but recommended.
17. **“Proponent”** is the Person who submits a Bid.
18. **“Request for Quotation (RFQ)”** means an invitation issued by the Township of Huron-Kinloss to supply a Good or Service for a fixed priced based on specified terms and conditions.

19. **“Shall”** used in this Request for Quotation document is a mandatory requirement that if not met, will result in a Proponent’s disqualification or Contract termination.
20. **“Should”** used in the Request for Quotation document is a permissive and discretionary request but is recommended.
21. **“Will”** used in this Request for Quotation document is a mandatory requirement.
22. **“Work”** means the total construction and related services required under the Contract.
23. **“Township”** means The Corporation of the Township of Huron-Kinloss
24. **“Township Representative”** has the meaning set out in section 2.6
25. **“Responsible Bidder”** is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
26. **“Responsive Bidder”** is a contractor, business entity or individual who has submitted a request for Bid that fully conforms in all material respects to the Request for Quotation and all of its requirements, including all form and substance.

2. Instructions to Proponents

2.1 Closing Time and Address for Bid Submission Delivery

The Bids must be submitted to the Township of Huron-Kinloss at the office of:

Name: **Mike Fair**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Email: **mfair@huronkinloss.com**

On or before the following date and time (the "Closing Time"):

Time: **3:00 pm**
Date: **Friday January 19th, 2024**

2.2 Information Meeting and Site visit Thursday December 28th, 1:00PM

2.3 Number of Copies

The Proponent should submit two copies of the Bid.

2.4 Late Submissions

Bids received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the Closing Time.

2.5 Amendments to Bid Submissions

Bids may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the Bid price(s) and in no event disclose the actual Bid price(s). A Proponent bears all risk that the Township's equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFQ should be directed in writing to the person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: **Mike Fair**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Fax: 519-395-4107
Email: **mfair@huronkinloss.com**

Inquiries should be made by **Tuesday January 16th 2024**. The Township of Huron-Kinloss reserves the right not to respond to inquiries made after the inquiry closing deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township.

Proponents finding discrepancies, omissions, errors, departures from building by-laws, codes or good practice, or points considered to be ambiguous or conflicting in the Contract or Bid Documents or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative not less than five (5) business days before the Closing Time. If the Township determines that an amendment is required to this RFQ, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Proponent. The Township will endeavour to issue such addenda at least seventy-two (72) hours prior to the Closing Time

Accessible Documentation: Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed above.

2.7 Addenda

If the Township of Huron-Kinloss determines that an amendment is required by this RFQ, the Township Representative will issue a written addendum by posting it on the Bids and Tenders page on the Township's active website at <https://www.huronkinloss.com/build-invest-and-grow/bids-and-tenders/> that will form part of this RFQ. It is the responsibility of Proponents to check the Township's Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any

Proponent. By delivery of a Bid, the Proponent is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

2.8 Bid Deposit

A certified cheque made payable to the Township of Huron-Kinloss in the amount of ten percent (10%) of the total bid (inclusive of all taxes) must be submitted with this bid. The proceeds of this cheque shall, upon acceptance of the Bid, constitute a deposit which shall be forfeited to the Township if the Preferred Proponent fails to file with the Township an executed Contract for the performance of the Work prepared by the Township in accordance with this RFQ and the provisions, plans, specifications, conditions, addenda and schedules attached hereto within ten (10) days from the date of Award of the Contract.

The bid deposits of all but the lowest two Proponents will be returned within fourteen (14) days after the Closing Time. The bid deposit of the two lowest Proponents will be retained until a Bid has been accepted, the required surety and other documents specified have been accepted, and a Contract has been executed by the Township and the Preferred Proponent.

The bid deposit of the Proponent to whom the Contract is awarded shall be forfeited should they fail to execute a Contract and provide the satisfactory documents as required, prior to signing the Contract after receiving written notice of the Township's intent to award the Contract.

The bid deposit may be withheld at discretion of the Township if completion date is not met unless a completion date extension has not been approved by the Township Representative.

Bids not accompanied by a bid deposit will not be accepted.

2.9 Examining of Bid Documents and Site

Proponents will be deemed to have carefully examined the RFQ, including all attached schedules, provisions, plans, specifications, conditions and the site (as applicable) prior to preparing and submitting a Bid with respect to any and all facts which may influence a Bid.

Each Proponent is expected to attend the proposed work site (as applicable) before submitting the Bid and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Proponent shall determine the difficulty of the facilities to be encountered. The Proponent shall not claim at any time after submission of Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Proponent understands and accepts the said provisions, plans, specifications, schedules and conditions, and for the prices set forth in this tender, hereby offers to furnish all necessary, equipment, labour and materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the provisions, plans, specifications, schedules and conditions attached to this RFQ.

2.10 Order of Precedence

2.11 In the event of any contradictory information found herein, the Contract documents shall take precedence in the following order:

- a) Agreement
- b) Addenda
- c) Contract Drawings
- d) Instructions to Proponents
- e) Standard Proponent Terms and Conditions
- f) Contract Specifications
- g) Standard Specifications
- h) Standard Drawings
- i) Form of Quotation
- j) General Conditions
- k) Working Drawings and Shop Drawings

2.12 Opening of Bid Submissions

Bids will be opened on Friday January 19th, at 3:00 pm.

2.13 Status Inquiries

All inquiries related to the status of this RFQ, including whether or not a Contract has been awarded, should be directed to the Township Representative.

3. Bid Submission Form and Contents

3.1 Bid Package

Bid hard copies are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number.

3.2 Bid Submission

Bid submission deadlines shall be interpreted as local time. The term "local time" shall mean the time as measured by the identified clock at the recipient's location. Bids will be date and time stamped at the location receiving the bids. Late bids will be returned unopened.

Bids submitted by facsimile transmission or by electronic means will not be considered. Proponents are solely responsible for the method and timing of delivery of their Bids.

3.3 Bid Withdrawal

A Proponent who has submitted a bid may request that their bid be withdrawn, if the request is made before the Closing Time for the submission of bids. Withdrawal requests must be in writing to the Township Representative.

Withdrawn Bids shall be returned unopened to the Proponent. The withdrawal of a Bid shall not disqualify the Proponent for submitting another bid for the same project, as long as the revised Bid is submitted prior to the Closing Time.

3.4 Bid Expiry Period

Bids shall be irrevocable for a period of thirty (30) days from the date of submission, after which period the Bid expires.

3.5 Form of Quotation

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Form of Quotation:

- a) The Proponent shall fill in all blank spaces found within the Bid Documents in ink, or typewritten, providing all information requested. Failure to provide all requested information on the Form of Quotation and failure to fill in blank spaces may result in the Bid being declared non-compliant.
- b) The Form of Quotation shall be completed and signed with the authorized signature of the Proponent or of a designated official of the Proponent.
- c) Use only the Form of Quotation issued as part of the Bid Documents for the project. If any or all pages of the Form of Quotation are amended by addendum, only the amended pages shall be used to submit a bid. Failure to comply with this paragraph may result in the bid being declared non-compliant.
- d) Information provided by the Proponent on the Form of Quotation may be amended prior to the Closing Time, provided the corrections are initialed by the authorized representative of the Proponent. Other modifications, erasures, additions, conditions, qualifications or un-initialed pre-closing amendments may result in the bid being declared non-compliant.
- e) Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional or illegible, may be declared non-compliant.
- f) All prices submitted by the Proponent shall be provided in numbers and in Canadian dollars only. The Harmonized Sales Tax (HST) shall not be included in the unit prices. All other eligible taxes shall be included in the Bid price.
- g) It is agreed that the Bid quantities are estimated only and may be increased or decreased by the Township without alterations of the Contract price, however,

such increase or decrease of the overall quantity shall not exceed fifteen percent (15%).

- h) Contractor to provide with submission detailed specification of work proposed along with proposal / conceptual drawings.

3.6 Signature

The legal name of the person or organization submitting the Bid should be included on all forms. The Bid should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Bid should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Contract on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture).
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

4. Evaluation and Selection

4.1 Evaluation Team

The evaluation of Bids will be undertaken on behalf of the Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members, Municipal partners, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Township.

4.2 Evaluation Process

The Evaluation Team will compare and evaluate all Bids to determine the completion of the Bid and ability of to provide the work requested in order to determine the Bid which is most advantageous to the Township. The Evaluation Team reserves the right to consider, during the evaluation of the bids:

- a) Information provided in the Bid itself;
- b) Information provided in response to enquiries of credit and industry references set out in the Bid;
- c) Information received in response to enquiries made by the Township of third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
- d) The manner in which the bidder provides services to others;
- e) The experience and qualifications of the Proponents' senior management and project management;
- f) The experience and qualifications of the Proponents sub-contractors listed in the Bid;
- g) The compliance of the Proponent with the Township's requirements and specifications; and
- h) Innovative approaches proposed by the Proponent in the Bid.

The Proponent acknowledges that the Evaluation Team may rely on the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a Bid, the Proponent acknowledges the Township's rights under this section and absolutely waives any right, or cause of action, against the Township and its consultants, by reason of the Township's failure to accept the Bid submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

The Township reserves the right to open the Bid and negotiate with a single Proponent, in cases where only one Bid is received, or to negotiate with the Preferred Proponent of the Township's choice, if all Bids are over budget or deemed to be not of fair market value by the third party.

Should the Township receive no compliant Bids, the Township, in its discretion, may re-bid the project or may negotiate a contract for the whole or any part of the project with a Preferred Proponent which has submitted a non-compliant bid.

4.3 Discrepancies in Proponent's Financial Bid

If there are any obvious discrepancies, errors or omissions in the Proponent's financial Bid, the Township of Huron-Kinloss shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Bid as submitted.

4.4 Disputes

In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence of the Contract or a breach of the Contract, or a dispute as to whether the bid of any Proponent was submitted on time or whether a bid is compliant, the Township may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the Township refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Township. Unless the Township shall refer such dispute to

binding arbitration, there shall be no arbitration of such dispute.

In the event the Township refers a dispute to binding arbitration, the Township may give notice of the dispute to one or more of the other Proponents who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

In the event the Township refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

This section is not intended to form part of any Contract that may come into being between a Proponent and any prospective subcontractor or supplier of that Proponent.

Any Proponent asserting that a Bid of another Proponent is non-compliant shall do so by providing written notice to the Township within twenty (20) days of the bid opening, failing which the Proponent shall be deemed to accept all other bids as compliant.

Any Proponent asserting a breach of the Contract shall do so within twenty (20) days of the alleged breach, or else the aforesaid Proponent shall be deemed to waive the breach.

4.5 Litigation

In addition to any other provision of this RFQ, the Township of Huron-Kinloss may, in its absolute discretion, reject a Bid if the Proponent, or any officer or director of the Proponent submitting the Bid, is or has been engaged directly or indirectly in legal action against the Township of Huron-Kinloss, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Bid under this section, the Township of Huron-Kinloss will consider whether the litigation is likely to affect the Proponent's ability to work with the Township of Huron-Kinloss, its consultants and representatives and whether the Township of Huron-Kinloss will incur increased staffing and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.6 Representation and Warranty

The Proponent represents and warrants that its Bid is compliant with the terms set out in the Bid Documents. The Proponent acknowledges that the Township is relying on this representation and warranty. In the event that the Proponents' Bid is accepted by the Township and the Bid is held by a Court of competent jurisdiction to be non-compliant with the terms set out in the Bid Documents in a proceeding commenced by another Proponent (the "Claimant"), the Proponent will indemnify the Township for any award of damages, howsoever characterized, that are payable to the Claimant as well as for the Township's actual legal expense, including all legal fees and disbursements as billed to the Township.

4.7 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Bid, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

4.8 Multiple Preferred Proponents

The Township of Huron-Kinloss reserves the right and discretion to divide up the Work; either by scope, geographic area, or other basis as the Township of Huron-Kinloss may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Work. If the Township of Huron-Kinloss exercises its discretion to divide up the Work, the Township will do so reasonably having regard for the RFQ and the basis of Bids. Any such alterations to the scope of the Work shall not be reduced or increased by more than fifteen percent (15%) without a change in contract prices.

4.9 Negotiation of Contract and Award

If the Township of Huron-Kinloss selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - i. Clarification of any outstanding issues arising from the Preferred Proponent's Bid;
 - ii. Negotiation of amendments to proposed work plan and/or scope of the Bid of the Preferred Proponent
 - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Work if:
 - 1. The Preferred Proponent's financial Bid exceeds the Township's approved budget, or
 - 2. The Township of Huron-Kinloss reasonably concludes the Preferred Proponent's financial Bid includes a price that is unbalanced, or
 - 3. A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for Work similar to the Work offered by the Preferred Proponent as described in the Preferred Proponent's Bid; or
 - iv. If at any time the Township of Huron-Kinloss reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the Preferred Proponent(s) written notice

to terminate discussions, in which event the Township may then either open discussions with another Proponent or terminate this RFQ and retain or obtain the Work in some other manner.

The Preferred Proponent shall execute the Contract and deliver the executed original to the Township within ten (10) business days of receipt from the Township. The Proponent agrees that the Township shall not be deemed to be the employer of the Proponent nor any of its personnel under any circumstances whatsoever.

5. Selected Proponent Standard Terms and Conditions of Contract

The Performance Standard Terms and Conditions form a part of each Bid and shall apply to the Selected Proponent's contact for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive request for Bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the Request for Bid will govern.

6. Insurance

The Selected proponent shall submit the required insurance certificate within seven (7) days of notification for the award.

a) Liability Insurance

Without restricting the generality of the Indemnification provisions, the Work Provider shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Work Provider and shall name the Township of Huron-Kinloss as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products or completed operations liability
- blanket Agreement liability
- cross liability
- severability of interest clause
- contingent employers liability
- personal injury liability
- owner's and Work provider's protective coverage
- liability with respect to non-owned licensed motor vehicles

- (b) \$5,000,000 liability insurance and property insurance for the full amount of the contract to be provided by the Contractor.
- (c) Professional Liability insurance related to Contractor's Consultants with a policy limit for each single claim of not less than \$2,000,000.00.
- (d) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and

- (1) The Contractor shall provide the Township with proof, in a form satisfactory to the Township, of the insurance required under this section prior to the commencement of work.
- (2) If the Township requests to have the amount of coverage increased or to obtain other special insurance for the Work, then the Contractor shall endeavor forthwith to obtain such increased or special insurance at the Township's expense.
- (3) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

b) Workplace Safety and Insurance

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of a Clearance Certificate from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of the award of the contract and prior to commencing work.

6.2 Termination of Contract

Subject to the provisions below, the Contract may be terminated by the Township of Huron-Kinloss upon thirty (30) days advance written notice to the Contractor. If any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Township until said work or Work are completed and accepted.

- (a) Termination for Convenience – The Township of Huron-Kinloss may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract, in a subsequent fiscal year, then the Contract shall be cancelled and, to extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or Work delivered under the Contract.

6.3 Billing and Invoices

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part against which charge back any adjustments required, will be withheld.

The Township of Huron-Kinloss has implemented electronic payments for our Vendors. Payment schedules may be negotiated with the contractor. The preferred method of payment will be Electronic Transfer (EFT) directly into the Vendor's bank account. The successful Proponent shall be provided with an EFT Form after notification of contract award.

7. General Conditions

7.1 No Township Obligation

This RFQ does not commit the Township of Huron-Kinloss in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township of Huron-Kinloss reserves the right to at any time reject all Bids, and to terminate this RFQ process.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Bids, and for any meetings, negotiations or discussions with the Township of Huron-Kinloss or its representatives and consultants, relating to or arising from this RFQ. The Township of Huron-Kinloss and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Bid, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ.

7.3 No Contract

By submitting a Bid and participating in the process as outlined in this RFQ, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFQ, prior to the signing of a formal written Contract.

7.4 Conflict of Interest

A Proponent shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with the Township of Huron-Kinloss, its elected or appointed officials or employees. The Township of Huron-Kinloss may rely on such disclosure.

7.5 Solicitation of Council Members, Township Staff and Township Consultants

Proponents and their agents will not contact any member of the Huron-Kinloss Council, Township of Huron-Kinloss staff or Township of Huron-Kinloss consultants with respect to this RFQ, other than the Township Representative names in section 2.6, at any time prior to the award of a contract or cancellation of this RFQ.

7.6 Confidentiality

All submissions become the property of the Township of Huron-Kinloss and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Huron-Kinloss is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

7.7 Occupational Health and Safety

The Proponent has read and agrees to comply with the Township of Huron-Kinloss' Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, etc. required to administer this Bid or a resulting policy.

7.8 Legal Conditions

The Proponent certifies that:

- a) All vehicles and equipment that will be used to carry out the Work shall be parked or stored at a property which is lawfully zoned for such purposes, failing which this Contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.
- b) They have no outstanding taxes, levies, fees, charges or fines which are payable, either directly or indirectly, to the County of Bruce or to the Township of Huron-Kinloss, and if the Township of Huron-Kinloss is or becomes aware of any such outstanding taxes, levies, fees, charges or fines, then those amounts may be set-off against any monies payable to the contractor under this contract
- c) They will comply, and are presently in compliance, with all relevant federal, provincial and municipal laws and that they will also comply, and are presently in compliance, with any orders of a Court of competent jurisdiction, including Ontario's Superior Court

of Justice, the Ontario Court of Justice and the Provincial Offences Court, failing which this Contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.

7.9 Supply and Maintenance of Equipment

The Contractor is responsible for all fuel, oil, parts, repairs, and general maintenance on the equipment supplied by the Contractor. All repairs to the equipment are to be carried out as soon as possible by the Contractor.

The Contractor must have a valid Commercial Vehicle Operator's Registration (CVOR) for the duration of the contract. A copy of the CVOR and ownership must be submitted to the Township immediately upon request. No farm-plated vehicles are to be used in relation to this RFQ. Truck inspections, certifications, pollution standards, etc. in accordance with recent Ministry of Transportation requirements will be required and will be considered as a non-payable component of this RFQ.

7.10 Damage of Vehicles and Other Equipment

If at any time, in the opinion of the Township Representative, damage is being done or is likely to be done to any highway or in any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Township Representative and at the Contractor's own expense make changes in, or substitutions for such vehicles or other equipment, or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Township.

7.11 Hours of Work

The Contractor shall be available to perform the Work from 7:00am until 5:00pm Monday to Friday, with the exception of Statutory Holidays, unless otherwise agreed to by both parties.

7.12 Work Site

It is the responsibility of the Contractor that the work area is maintained in a safe manner for pedestrian and vehicular traffic and good housekeeping is performed during the project. The Contractor shall perform all work in accordance to the Ontario Traffic Manual Book 7.

The Contractor shall co-ordinate work with Owner to minimize disruption for use of the recreation facilities.

Schedule A - Work

Attached

See attached specifications and drawings

Confidentiality

The successful Proponent must demonstrate experience and controls in place to deal with confidential information. The successful Proponent will potentially have access to sensitive data and must demonstrate how confidentiality will be maintained.

Ripley Medical and Childcare Centre Design Build
Proposal
18 Tain St. Ripley

Owner **Township of Huron-Kinloss**
21 Queen St. P.O. Box 130
Ripley, Ontario
N0G 2R0
Contact: Mike Fair, Director of Community
Service Ph. (519) 395-2909
E-mail: mfair@huronkinloss.com

General Information:

The Township of Huron-Kinloss is looking to renovate their existing medical and childcare centre in Ripley Ontario. The Project includes renovating the first floor to include a waiting area, reception, multi-purpose room, two exam rooms, 2 offices, an accessible washroom and a staff washroom, a mechanical room, staff room and day care office. The Project also includes a renovation to the basement, currently a childcare centre, including moving, expanding the children's washroom, and increasing classroom sizes. The Contractor will be responsible for a "turn-key" facility including design consultants, site work, mechanical and electrical work.

Tender is Design-Build with the Contractor providing construction drawings suitable for building permit application. Drawings to be reviewed and stamped by an Architect and Professional Engineer. Please note that either can accept responsibility for the other for their design and review. A building code matrix should also be included. Any or all Design Consultants Painting, Lighting, interior design to be supplied by Contractor.

Electronic pdfs of the existing facility and conceptual plan for renovations will be provided to bidders for reference. Owner makes no claim that the information provided is correct. Contractors to field check all information provided on drawings, which will affect their work and quotation.

Conceptual drawings provided with Design-Build tender package are for general information, outlining requirements as determined by owner. These drawings are not to be used for construction drawings – Contractor's design team to verify code compliance.

Tender Submission:

Contractors are to submit their proposal of work on their letterhead outlining the scope of work they propose.

Mandatory Site Visit for Contractors

Thursday December 28 is site visit day at 1pm sharp

The project must be completed by August 9th, 2024

Include with tender submission the following:

- 2 copies of contractor's complete proposal specifications (including mechanical & electrical) and proposal drawings.
- 2 copies of the tender form attached. Contractor's proposal specifications can outline optional pricing if they wish.
- 10% certified cheque for bid bond and for labour & performance bond (if awarded the project).
- **Tenders to be delivered to Owner by 3:00pm local time, Friday January 19th, 2024**
- All tenders to be irrevocable for 30 days.

General:

- Design professionals and construction drawings to be supplied by the Contractor. Drawings to be suitable for building permit application – including building drawings, electrical and mechanical.
- Contractor to provide final drawings to Owner for approval prior to submission for permits or start of Construction.
- Building permit application to be completed by Contractor and submitted to Township of Huron-Kinloss for building permit including all building permit fees (paid for by Contractor).
- Upon completion of project, complete "As-Built" drawings to be completed by Contractor and submitted to Owner.
- \$5,000,000 liability insurance and property insurance for the full amount of the contract to be provided by the Contractor.
- \$5,000,000 errors & omission insurance to be carried by Contractor's Consultants.
- Contractor to submit Notice of Project to Ministry of Labour.
- Building construction must be completed according to applicable guidelines and Ontario Building Code at the time of tendering.
- Contractor to provide temporary hydro, temporary trailer, all security fencing and toilets to complete the work.
- It is the General Contractor's responsibility to co-ordinate all subtrades – this includes co- ordination during the tendering process to ensure all aspects of the project are covered.

- Bi-weekly job site meeting to be held between Owner, Contractor's Consultants and Contractor.

Scope of Work

- The Work of this Contract is to complete interior and exterior renovations to the existing building as well as exterior Site work.
- The Work will include building demolitions, excavation, new interior walls, ceilings and floors, doors, mechanical and electrical renovations, washroom fixtures, masonry etc.
- The work of this contract includes labour, equipment and products required, necessary or normally recognized as necessary for the proper and complete execution of the work of each trade. Removals, demolitions, and disposal within existing building, and entrance.
- Completion of all renovations including walls, insulation, vapor barrier, flooring, ceiling, finishes, fixtures, electrical, plumbing, HVAC (Heating, Ventilating, and Air Conditioning), lighting, cabinetry, reception desk and specialties etc.

Site work:

- It is the Contractor's responsibility to organize all locates and determine the exact location of underground servicing.
- Contractor to complete all fine grading repairs to damaged lawn and re-seed around the front of building and install filter cloth and three-inch stone to the east of building after completion of construction.

Concrete Floors & Aprons & Foundations: if required

- All concrete to be a minimum of 25 MPa @ 28 days.
- Foundation walls & footings to be reinforced.
- Contractor's engineer to review and specify additional reinforcement or foundation sizing to suit structural design if required.
- Provide sleeves as required by mechanical & electrical. General contractor to confirm any sleeve locations with all subtrades prior to pouring concrete.
- All interior concrete to be a minimum of 25 MPa @ 28 days.
- All exterior concrete to be a minimum of 32 MPa @ 28 days c/w 6% air entrainment.
- Seal concrete with Sealtight CS-309 in conformance to manufacturer's instructions.
- 1 1/4" sawcuts @ 15'o/c +/- to be provided - fill with Sealtight "Rezi-Weld"
- As built drawings must be provided

Interior Walls / Ceilings:

- Re-configure interior walls as per conceptual drawings
- Soundproof techniques for all interior walls to be identified with tender submission.

- Provide plumbing chase in washrooms c/w access panels as required.
- Re-use ceiling drywall and patch and recover with ½ inch drywall as per building code
- Finish attic insulation and blow in after HVAC completion to R-50
- Blocking for all walls as required
- Fire separations and ratings to be maintained and/or upgraded as construction permits and as per Part 11 of the Ontario Building Code

Exterior Walls:

- Spray foam insulation all exterior walls to maximum depth possible and vapour barrier as per the Ontario Building code.

Doors & Windows:

- No new windows are required
- All doors are to be specified in the contractor's proposal.
- All hardware to be Sargent "grade 1" or equal. All hardware to have satin chrome finish. All passage & lockets to be lever style, Remove and install new entrance ramp railing to entrance as per building code
- *Re-use front entrance door lock then Salto Door lock system for locksmith to key entrance doors to suit after completion of project completed by Owner*

Finishes / Trims:

- Contractor will provide samples of trims for design and selection purposes.
- All painting to be completed by Contractor. Paint to be a premium quality Benjamin Moore or equal. Before commencing work ensure all surfaces have been treated for any defects. Paint Colour samples will be provided by the contractor to the owner for final selection proposed by designer
- Prepare surfaces, sand, and dust between each coat.
- All interior drywall, block, doors, trims, exposed wood to be painted.
- Install all washroom accessories, change table including barrier free grab bars. Contractor to provide blocking where required for all accessories.
- Ensure that the chosen paint complies with any regulations related to healthcare facilities. This may include fire safety codes, infection control standards, or other specific requirements.
- Install shelving in Janitorial closet
- Install Shelving and new attic access in Mechanical room
- Install half Shelving and half coat rack in Storage room with door open lighting
- Install three feet wide upper and lower cabinetry with handwashing sinks, cupboards, as per conceptual drawing (changes noted in conceptual plan)
- Install storage cabinetry 30 inches deep with doors in Daycare office as per drawings
- Staff Room to install counter depth lower cabinetry with sink, and upper cabinetry

- and space for only for fridge, and shelf for microwave in lunchroom
 - Install (4) punch code locks. Punch code lock from staff to FHT hallway, Punch code lock from staff room to stairwell, and punch code lock from staff room to Day care office, and punch code from reception to offices
 - Total of 10 waiting room chairs tandem style, including (2) Bariatric Chairs, and (2) sets of three tandem style
 - Reception area desk 24-inch counter-top installed, with glass wall and three speak holes, and patient side 6" counter.
- Operation and Maintenance Data: Submit copies of paint manufacturer's written maintenance information for inclusion in the operations manual in accordance with including specific warning of any maintenance practice or materials that may damage or disfigure the finished Work.
 - Maintenance Materials: Deliver maintenance materials to Owner in quantities indicated that match products installed; packaged with protective covering for storage, and identified with labels describing contents and building location and as follows: Paints and Coatings: Minimum of 1-4L containers of each colour, and all remnants.

Mechanical:

- All mechanical to be included in tender.
- All work to comply with current plumbing and gas fitting codes. Call for all inspections as required by the Chief Building Official (C.B.O.) and TSSA. Test all systems as required by the Building Code, TSSA, Owner, Contractor's Engineer and C.B.O.
- Mechanical contractor to be responsible for all required permits, inspections, and related costs.
- Include all gas, sanitary and water connections for the proposed work.
- Mechanical contractor to review existing building systems and extend if sizing permits.
- Install new duct work, re-locate furnace, install HRV and controls with exiting Ecobee thermostats.
- HVAC contractors install acoustic silencers, also known as duct silencers or noise attenuators, into the HVAC system for every room.
- Plumbing contractor to review existing building conceptual plan and complete on-site inspection to determine tie-in to existing sanitary & water.
- Remove existing water heater from basement under stairwell in daycare and provide new hot water heater and re-locate water softener in mechanical room upstairs and reconnect to basement supply.
- Conceal all water lines where possible – do not surface mount in "finished" areas.

- Supply and install all gas piping.
- Provide & install all washroom fixtures, AODA compliant.
- Install Floor sink and extension faucet fixture in Janitors closet.
- Staff Room to install counter depth cabinetry with sink, upper cabinetry while leaving space for a full-size refrigerator.
- Completed "As-Built" drawings (hard copy & AutoCAD & pdf) must be submitted to Owner prior to release of final payment. "As-Built" drawings to clearly identify all mechanical and other information required for future servicing.
- **Install any floor drains storage room & washroom c/w trap seal primers.**
- All gas piping to be painted yellow.
- Install fire dampers where required by the Ontario Building Code.
- Contractor to organize servicing with local authorities. Any utility fees associated with connection and service to be paid for by the owner.
- Supply and install washroom exhaust fans c/w ductwork. Electrician to wire.
- Place any new sewer c/w all floor drain piping and fittings - arrange for required inspections.
- Completed "As-Built" drawings (hard copy & AutoCAD) must be submitted to Owner prior to release of final payment.

Closing date: Friday January 19th, 2024, at 3:00 pm local time.

DATE: _____.

SUBMITTED BY: _____.

ADDRESS: _____.

_____.

HST Number: _____.

Please indicate

Construction Start Date: _____

Construction End Date: _____

Dear Sirs:

1. Having carefully examined the:

INSTRUCTIONS TO BIDDERS

DRAWINGS AND SPECIFICATIONS

ADDENDUM NO. _____ DATED _____.

ADDENDUM NO. _____ DATED _____.

ADDENDUM NO. _____ DATED _____.

as prepared by Township of Huron-Kinloss, as well as the site and the conditions affecting the work for:

Ripley Medical and Childcare Centre
18 Tain St, Ripley, Ontario

We hereby offer to furnish labour and materials required to complete the whole work in accordance with said Documents for the following stipulated sums in lawful money of Canada if notified of the acceptance of the offer within thirty (30) days of the time set for the opening of the Tenders. We hereby agree that the offer shall remain open for the said time whether any other Tender has previously been accepted or not.

a) Medical Centre Renovations Main Floor.

\$ _____ plus \$(_____) H.S.T.

b) Basement Day Care

\$ _____ plus \$(_____) H.S.T.

3. SECURITY

Accompanying the Tender is a certified cheque in the amount of 10% of the Tender Price, made payable to the Township of Huron Kinloss. This cheque will be for Bid Bond and Security for duration of the project (for successful contractor)

4. TENDER ACCEPTANCE

In submitting this Tender we recognize the Owner's right to accept any Tenders at the price submitted or to reject any or all Tenders. Submission of Tender constitutes a waiver of any action by the Bidders, resulting from the Owner's acceptance of any Tender.

The Owner reserves the right to waive any information or minor irregularities in any Tender received. The Owner shall not make reimbursement for any costs or losses incurred as a result of the preparation of this Tender.

Township of Huron-Kinloss will review tenders in their entirety prior to awarding contract. Review will include total tender cost, tender breakdown, list of subtrades and proposal specifications submitted by Contractor.

5. TIME

a) Contractor to enclose proposed timing in proposal specification for project completion

6. SUBCONTRACTORS

a) Listed below are the names (and location) of the Subcontractors upon whose proposals this Tender is based. We recognize that the list of Subcontractors will be considered in the selection of the successful bidder.

b) We recognize that Tenders may not be accepted unless accompanied by a complete list of Subcontractors, and that no names, either of Subcontractors or Contractor's own forces, may be changed after submission of tender; unless good and sufficient cause is submitted in writing and written approval received from Owner.

c) Refer to General Conditions, Article GC3.8 "Subcontractors", for additional information governing Subcontractors.

d) List of Subcontractors

Architect & Engineering _____

Excavating, Backfilling, Grading _____

Concrete Foundation _____

d) List of Subcontractors (cont'd)

Concrete Floor _____

Rough Carpentry _____

Structural Steel _____

Metal Fabrications _____

Steel Doors & Frames _____

Aluminum Entrance _____

Trusses _____

Plumbing _____

Mechanical _____

Electrical _____

7. REFERENCES

- a) Provide (3) references of similar, recent projects complete with Owner's name, contact person, phone number, location, project description, date of completion and project cost. Owner at their discretion may contact references for referrals prior to awarding the project. Attach a separate sheet if necessary.

8. Personnel

- a) Provide list of key personnel who will be supervising the proposed work along with years of experience with the Contractor.

9. If selected as Contractor, we agree to sign CCDC 14 Design-Build Stipulated Price Contract (as amended by Owner), for our tendered price.

Signature

Name

Title

Witness

Signature

Name of Company

Address

Date

Telephone Number of Signing Officer _____

Fax Number of Signing Officer _____


Contact Person & Their Title _____

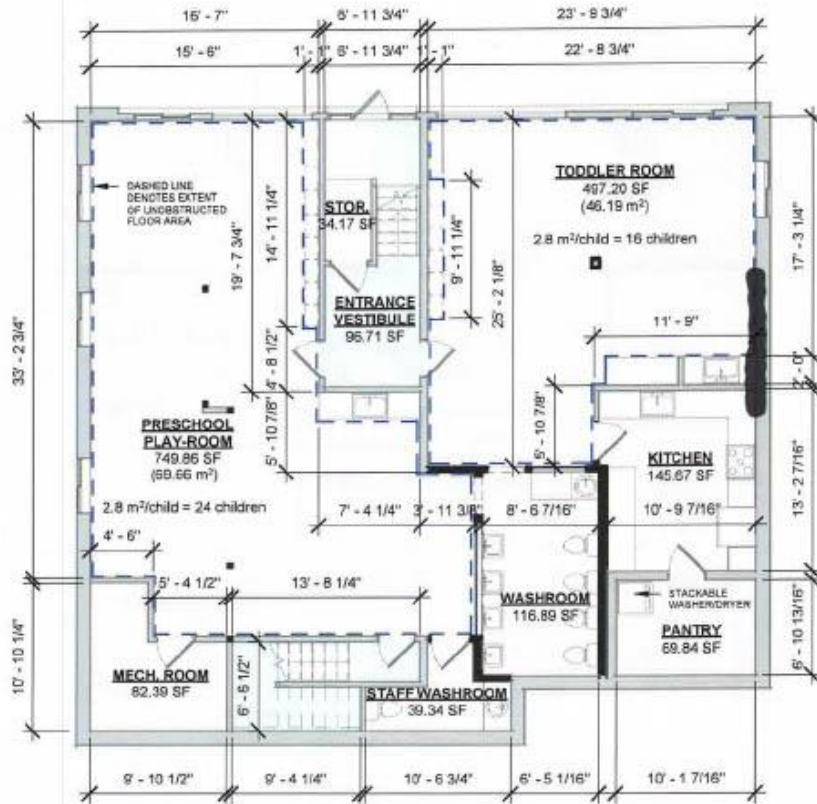
For Any Questions Regarding the Bid _____

Contact's E-mail _____

Contact's Phone (Office & Cell) _____

LEGEND

-  Circulation
-  Day Care



Proposed

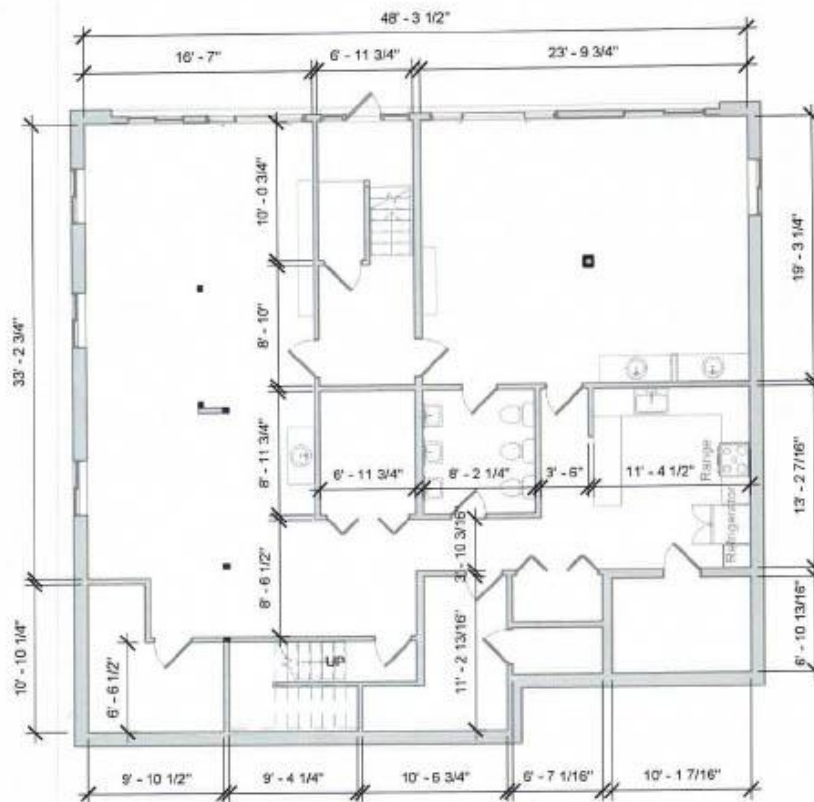


RIPLEY FAMILY HEALTH TEAM & YMCA CHILD CARE CENTRE

Conceptual Basement Floor Plan
 Concept Three
 2131.00
 22NOV2023

18 TAIN STREET - RIPLEY, ONTARIO

Allan Avis architects inc.
 60 West Street, Goderich, Ontario, N7A 2K3
 www.allanavisarchitects.com



existing

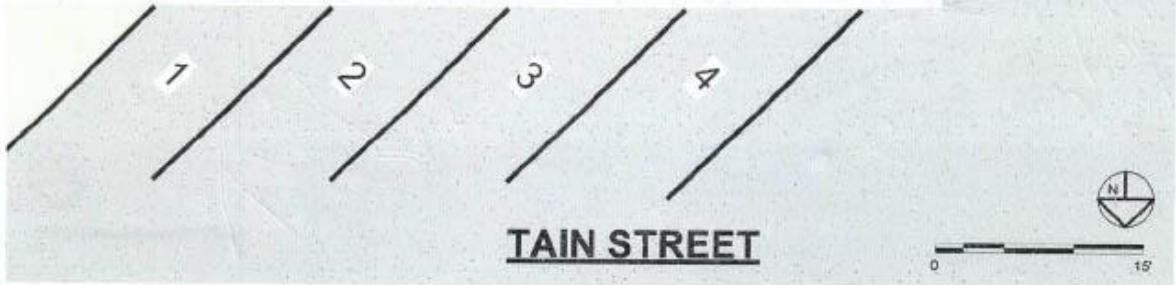
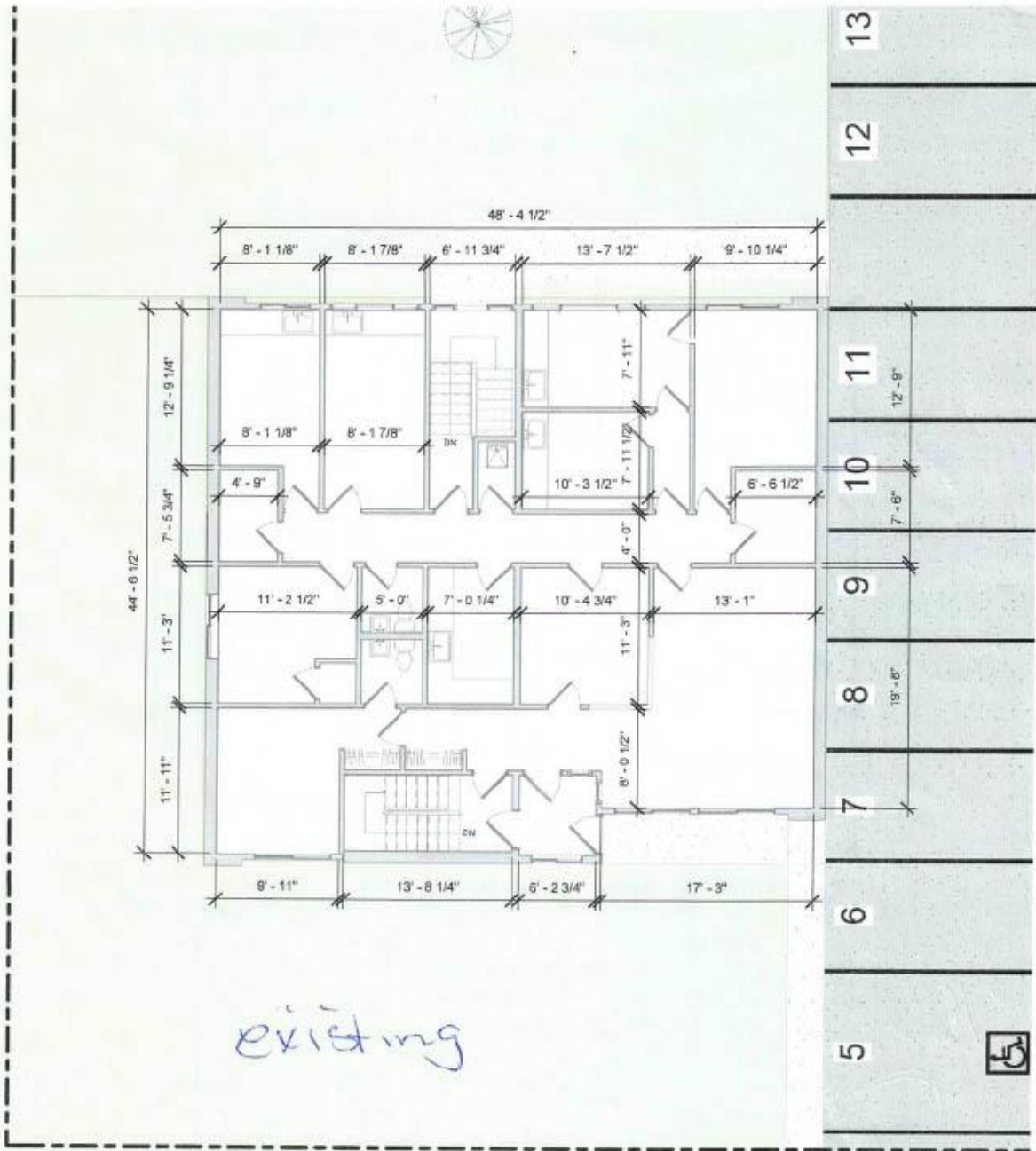


RIPLEY FAMILY HEALTH TEAM & YMCA CHILD CARE CENTRE

Basement Floor Plan
Existing
2131
24NOV2023

18 TAIN STREET - RIPLEY, ONTARIO

AllanAVIS architects inc.
60 West Street, Goderich, Ontario, N7A 2K3
www.allanavisarchitects.com

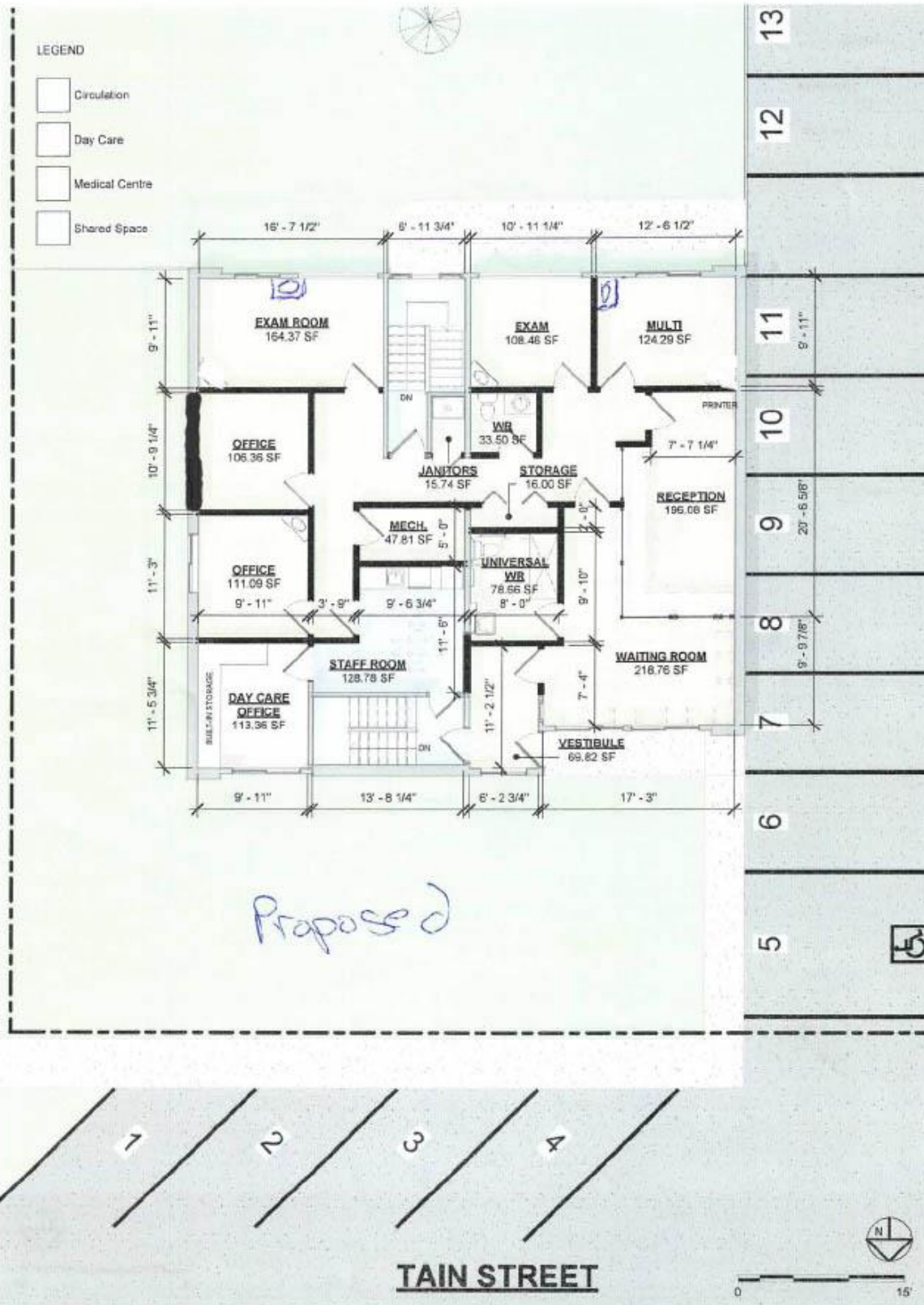


RIPLEY FAMILY HEALTH TEAM & YMCA CHILD CARE CENTRE

Ground Floor Plan
 Existing
 2131
 24NOV2023

18 TAIN STREET - RIPLEY, ONTARIO

Allan Avis architects inc.
 60 West Street, Goderich, Ontario, N7A 2K3
 www.allanavisarchitects.com



RIPLEY FAMILY HEALTH TEAM & YMCA CHILD CARE CENTRE

Conceptual Ground Floor Plan
 Concept Three
 2131.00
 22NOV2023

18 TAIN STREET - RIPLEY, ONTARIO

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