



THE CORPORATION OF THE TOWNSHIP OF KING

REQUEST FOR TENDER

FOR

Schomberg Hall Renovations

TENDER #: 2020-T12

TENDER CLOSING

DATE: Friday, November 27, 2020

TIME: 11:00 AM local time

Question & Answer Period

Site Visit (Mandatory) Thursday, November 12, 2020 @ 9:00 a.m.

Question period deadline: Wednesday, November 18, 2020 11:00 am

Answer response date: Friday, November 20, 2020 11:00 am

The Corporation of the Township of King reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bid at any time.

ELECTRONIC BID SUBMISSIONS ONLY

Table of Contents

<i>DEFINITIONS</i>	4
<i>PART I</i>	
<i>INSTRUCTIONS TO BIDDERS</i>	5
1. ELECTRONIC TENDERING SYSTEM	5
2. CETA/CFTA TRADE AGREEMENTS	5
3. BID CLOSING TIME AND DATE	5
4. REQUEST FOR TENDER	6
5. INQUIRES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS	6
6. COMPETITION INTENDED	6
7. ADDENDUM/ADDENDA.....	6
8. MANDATORY SITE VISIT	7
1. WITHDRAWAL/AMENDMENT OF SUBMISSION	9
9. IRREVOCABILITY OF SUBMISSIONS	9
10. DATE OF BIDDING DOCUMENT	9
11. MANDATORY BID REQUIREMENTS	9
12. BID DEPOSIT & CONTRACT SECURITY	10
13. RESERVATION OF RIGHTS AND PRIVILEGE CLAUSE	11
14. REFERENCES	13
15. EXECUTION OF CONTRACT UPON AWARD	13
16. STATEMENT OF UNDERSTANDING	14
17. PRICE COMPONENTS	14
18. PROVISIONAL ITEMS AND QUANTITIES	15
19. FREEDOM OF INFORMATION	15
20. INTELLECTUAL PROPERTY	15
21. ACCESS TO RECORDS	16
22. ANTI-LOBBYING	16
23. BLACKOUT PERIOD.....	16
<i>PART II</i>	
<i>STANDARD CONDITIONS OF CONTRACT</i>	17
24. PURCHASING PREFERENCE.....	17
25. PURCHASE ORDER.....	17
26. INSURANCE	17
27. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)	17
28. DAMAGE CLAIMS.....	18
29. OCCUPATIONAL HEALTH AND SAFETY	18
30. WHMIS REQUIREMENTS.....	19
31. SAFETY PLAN AND STANDARDS	19
32. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES.....	20
33. LAWS AND REGULATIONS.....	20
34. NON-WAIVER	20
35. NON-ASSIGNMENT	21
36. INSPECTION.....	21
37. EMERGENCY TELEPHONE NUMBER	21
38. MEETINGS.....	21
39. ALTERATIONS AND AMENDMENTS	21
40. DEFECTIVE OR UNSUITABLE	22
41. REJECTED COMMODITIES	22
42. DELIVERY SCHEDULE.....	22
43. FORCE MAJEURE	23
44. PERSONAL PROPERTY SECURITY ACT	23
45. SUB-CONTRACTING BY THE CONTRACTOR	23
46. TOWNSHIP NOT EMPLOYER	23
47. INDEMNIFICATION.....	23
48. LIQUIDATED DAMAGES	24

49.	FIRST NATIONS EXCAVATION AND DISCLOSURE OF FINDINGS (IF APPLICABLE)	24
50.	THIRD PARTY CLAIMS/INSURANCE CLAIMS	24
51.	DEFAULT	25
52.	TERMINATION	25
53.	EVALUATION OF PERFORMANCE	25
54.	TOWNSHIP OF KING PURCHAING POLICY BY-LAW NO. 2014-120, AS AMENDED 26	
55.	WORKING LANGUAGE	26
56.	TOWNSHIP OF KING PAYMENT TERMS & METHODS	26
57.	MAINTENANCE HOLDBACK	26
58.	PAYMENT HOLDBACK FOR UNSATISFACTORY PERFORMANCE	26
59.	RELEASE OF HOLDBACK.....	26
<i>PART III</i>	<i>GENERAL PROVISIONS</i>	<i>27</i>
60.	ENVIRONMENTAL CONSIDERATIONS	27
61.	DATE OF COMMENCEMENT	27
62.	DATE FOR COMPLETION	27
63.	SUBSTITUTION	28
64.	PERMIT	28
65.	HOURS OF WORK.....	28
66.	RESTRICTION OF USE OF HYDRANTS	29
67.	RESTORATION.....	29
<i>PART IV</i>	<i>SPECIFICATIONS.....</i>	<i>30</i>
68.	INTRODUCTION	30
69.	SCOPE OF WORK	30
70.	PROJECT MANAGER.....	30
70.	PROJECT SCHEDULE.....	30
71.	ONTRACTORS OPERATIONS	30
72.	CLEAN UP.....	30
73.	CONSTRUCTION AND STORAGE AREA.....	30
74.	DEFICIENCIES RESPONSE TIME.....	30
75.	MOBILIZATION	31
76.	LIST OF ATTACHEMENTS	31
77.	PRICES	31
<i>PART V</i>	<i>AGREEMENT.....</i>	<i>33</i>

DEFINITIONS

The following definitions apply to the interpretation of the Bid Documents;

1. "ADDENDUM" means a written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid site meeting/conference or as a result of a specification or work scope change to the solicitation.
2. "BIDDER" refers to any legal enterprise making a submission in response to this Call for Bid.
3. "BID FORM" is the standard forms provided in the Township's Bidding System. Bidders must complete and submit the forms in order to provide the necessary information for the evaluation of the bids and to create a legally binding bid.
4. "BID PRICE" means the total price proposed by a Bidder in its Bid for the performance of the Work.
5. "BID SUBMISSION" means the information submitted by a Bidder in response to this Request for Tender, also referred to as BID or SUBMISSION.
6. "BID SUBMISSION DEADLINE" is the closing date and time that is provided in the Call for Bid document that a Bidder's submission must be received by the Township's Bidding System.
7. "BUSINESS DAY" means any day from Monday to Friday between the hours of 8:30 am and 4:30 pm, excluding statutory or civic holidays observed by the Corporation of the Township of King.
8. "CALL FOR BID" means a formal or informal request for bid, on the terms and conditions set forth in the Township's bid documents that may be in the form of a Request for Quotation, Proposal, Tender, Prequalification or Standing Offer.
9. "CONTRACT" means a legal document and any attachments that bind the Township and all other parties subject to the provisions of the Contract.
10. "CONTRACTOR" means any Successful Bidder who has entered into a Contract with the Township.
11. "CONTRACT PRICE" means full and total compensation that the Township shall pay to the Contractor for the full, timely and complete performance of the Work in compliance with all terms and conditions of the Contract.
12. "ELECTRONIC BIDDING SYSTEM" means the web based platform used by the Township for competitive bid solicitations, also referred to as Bidding System
13. "MAY" used in this document denotes permissive.
14. "PURCHASING" means the purchasing representative(s) working within the finance department, who is responsible for the Township's centralized purchasing function and is hereby authorized to act as agent for the Township in all such matters pertaining thereto.
15. "REQUEST FOR TENDER" or "TENDER" means the Call for Bid document issued by the Township.
16. "SHALL" and "WILL" used in this document denotes imperative.
17. "SUCCESSFUL BIDDER(S)" means a Bidder whose Bid(s) has been awarded by the Township.
18. "TOWNSHIP" means the Corporation of the Township of King.
19. "WORK" means the total services required by the Contract.
20. "WORKING DAY" means any day from Monday to Friday commencing at 7:00 AM. No work will be permitted on a Saturday, Sunday, or Statutory Holiday.

PART I**INSTRUCTIONS TO BIDDERS****1. ELECTRONIC TENDERING SYSTEM**

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

To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at: <https://king.bidsandtenders.ca>

The Township of King shall **only** accept and receive Electronic Bid submissions through the Township's Bidding System, hereafter called the "**ELECTRONIC BIDDING SYSTEM**".

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully.

HARD-COPY BID SUBMISSIONS SHALL **NOT** BE ACCEPTED.

2. CETA/CFTA TRADE AGREEMENTS

This RFT is subject to the CFTA (Canadian Free Trade Agreement)

3. BID CLOSING TIME AND DATE

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System, no later than **11:00 am. (11:00:00 hours) Eastern local time, on Friday, November 27, 2020.**

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

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "**Internet Traffic Jam**" due to file transfer size, transmission speed, etc.

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

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca.

Late Submissions shall not be accepted by the Township's Bidding System.

All Bids shall be irrevocable and shall remain open for acceptance, at the prices quoted, for up to ninety (90) business days from the Bid Submission Deadline. In submitting a Bid, each Bidder agrees that, notwithstanding anything to the contrary, the Township may notify the Successful Bidder at any time within the Bid validity period that its Bid has been awarded.

4. REQUEST FOR TENDER

Task	Date
Date of Posting	Monday, November 02, 2020
Site Meeting Registration (Mandatory)	Monday, November 09, 2020 12:00 Noon
Site Meeting (Mandatory)	Thursday, November 12, 2020 9:00 am
Registration Deadline for Project	Friday, November 13, 2020 11:00 am
Deadline for Questions	Wednesday, November 18, 2020 11:00 am
Post Answers	Friday, November 20, 2020 11:00 am
Bid Submission Deadline	Friday, November 27, 2020 11:00 am

Note: Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

5. INQUIRES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

All inquiries concerning this Call for Bid including specifications, process and results are to be directed **in writing** through the Township's Bidding System by clicking on the "**Submit a Question**" button for this specific bid opportunity.

The Purchasing Services contact on this Call for Bid is:

Garry Wotton
Purchasing Coordinator

Inquires shall not be directed to any other Township employees. **No inquiries will be accepted by telephone.** A transcript of the questions and answers will be posted on the Township's Bidding System in the form of an addendum on or before the date as listed in this document.

The Township shall not be held liable for any **errors or omissions** in any part of this Call for Bid document. While the Township has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in this Call for Bid document.

Should a Bidder find omissions or discrepancies in any part of this Call for Bid document or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder shall notify the designated contact without delay.

No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. **The Township of King will assume NO responsibility for oral instructions or suggestions.**

6. COMPETITION INTENDED

It is the Township's intent that this Call for Bid will solicit an open and transparent competition. It shall be the Bidder's responsibility to advise the Purchasing Services contact in writing through the Bidding System, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Call for Bid to a single source. Such notification must be received by the Bidding System no later than seven (7) calendar days prior to the Bid Submission Deadline.

7. ADDENDUM/ADDENDA

Addenda if required will be issued by Purchasing Services and shall hereby form part and parcel of the said Project.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

Addendum/Addenda will be issued through the Bidding System, typically 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 Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://king.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The Township encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Township, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Township)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Bidder 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 11:00:00 a.m. (11:00:00 hours) Eastern 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).
- Bidders are strongly encouraged when creating or updating a Bidding System Vendor account to add additional company employees to create their own login to the Bidding System. This will permit those additional employees that have created their own login to manage (register, submit, edit and withdraw) Bids that the Bidder is a Registered Plan Taker for. In the event the Bidder's employees are on vacation, or due to illness, etc. these additional appointed employees may act on the Bidder'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.
- If additional employees are invited by the Bidder, it is imperative that these employees create their login from the link contained in the email invitation. Do **NOT** go directly to <https://king.bidsandtenders.ca> website and create a separate vendor account.

8. MANDATORY SITE VISIT

Proponents are invited to attend a one-time Mandatory site meeting to be held at the Schomberg Community Hall, 325 Main Street, Schomberg, Ontario, L0G 1T0 on **Thursday, November-12-2020 at 9:00 am to 12:00 Noon.**

The purpose of the site meeting will be to allow the Proponent to observe personally the local conditions to be met during the performance of the Work.

NO questions will be taken at the site visit, and all questions must be submitted on-line to via the Bidsandtenders.ca website to Purchasing.

No Proponent shall claim, at any time after the Submission Deadline that there was any misunderstanding about the terms and conditions of the Contract relating to site conditions.

No adjustment to the schedule or to the Contract price will be made for difficulties encountered during the construction due to conditions, features, and peculiarities of the site that were evident at the time of the Submission Deadline.

The purpose of the site meeting is also to provide additional information, if necessary at that time.

Before submitting a bid, respondents shall carefully examine all specifications and site conditions, fully inform themselves of all existing conditions and limitations and shall include in their bid price, sums to cover the cost of all work included in the bid call document.

Due to COVID-19 protocols being required by the Township, Regional and Provincial authorities and regulating bodies, at this time respondents will be permitted to view the site with a maximum number of 10 attendees at any given time. The following procedure shall be in effect for this meeting:

Respondents **MUST**:

1. Express their interest in attending this site meeting indicating if one (1) or the maximum of two (2) representatives of their Firm will be attending along with their names. That information shall be sent to purchasing@king.ca at the respondent's earliest opportunity and be received no later than Monday November 9 at 12:00 noon. This is required in order to provide attendees with advisement of their assigned timeslot to review the premises.

Respondents will receive confirmation of attendance in advance with the timeslot assigned for being allowed inside the building (a minimum time of 15 minutes). Attached is the Township of King COVID-19 pre-screening document. This document must be completed for each person entering, and be provided to the Township representative prior to being allowed entry.

The Firm must also then complete the mandatory sign-in sheet prior to entering the premises and the official commencement of their meeting. It is NOT necessary or required to be in attendance at the start-time of 9:00 however, Proponents are advised to arrive 15 minutes prior to their allotted building entry time in order to complete the registration process.

2. Have proper personal protective equipment suitable for the site meeting including a mask and/or face shield.

If a respondent arrives after their assigned time has elapsed, or does not complete the pre-screening document with a favourable result, or fails to be wearing the proper personal protective equipment they will not be permitted entry. Failure to sign in with the Township Representative will result in being ineligible to make a submission.

Respondent's attendees departing the building must check-out with the Township Representative.

In the event that no potential respondents or only one potential respondent registers for this one-time site review, the Township reserves the right in its absolute discretion to reschedule a second meeting to ensure competitive bid submissions are received.

Submissions will only be accepted from respondents who had a company representative(s) attend the site meeting in person.

The respondent shall accept all responsibility for any error or neglect in respect to this requirement and no allowance shall be made by the Township for the respondent's failure to do so.

The Township acknowledges that at the time of the release of this bid call document, the Province of Ontario has declared an emergency pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) pursuant to section 7.0.1 of the Emergency Management and Civil Protection Act.

If a respondent has questions as a result of their personal examination, they shall submit their questions to the Township as instructed above in "Clause 5. INQUIRES, OMISSIONS, DISCREPANCIES AND INTERPRETATION" above.

1. WITHDRAWAL/AMENDMENT OF SUBMISSION

Bidders may amend or withdraw their Submission prior to the closing time and date. However the Bidder is solely responsible to:

- i) Withdrawal – Ensure the submission is **WITHDRAWN** from the Bidding System no later than 11:00:00 a.m. (11:00:00 hours) Eastern local time, on the Bid Closing Date;
- ii) Amendment – Ensure the re-submitted bid is **RECEIVED** by the Bidding System no later than 11:00:00 a.m. (11:00:00 hours) Eastern local time, on the Bid Closing Date.

9. IRREVOCABILITY OF SUBMISSIONS

Upon bid submission deadline, all submissions become irrevocable for ninety (90) business days. By submission of a Bid, the Bidder agrees that should the Township issue the award of the contract to them as the Successful Bidder, the Bidder will enter into a Contract with the Township.

10. DATE OF BIDDING DOCUMENT

Bid Documents date:

The official bid documents are dated as follows, unless otherwise amended:

- **Monday, November 02, 2020**

11. MANDATORY BID REQUIREMENTS

Failure to adhere to the following mandatory submission requirements shall result in a Bid being declared non-compliant:

- a. Submissions shall be received by the Bidding System before the Bid Submission Deadline;
- b. Submissions shall be complete and in the original Bid Form as supplied without any unauthorized alterations, additions, deletions or qualifying statements made to or provided with the Bid form;
- c. The Bid Form shall clearly identify the Bidder's business name, first and last name and title of the individual who is a duly authorized official of the Bidder;
- d. If applicable, for a joint Bid, the Bidder as identified in the Bid submission will be considered the lead Bidder and is responsible for identifying that the Bid is a Joint Bid and shall provide the other joint party's identification information within their Bid Submission;
- e. If applicable, the Bid and/or Contact Security, Surety Consent Form to be drawn against an Ontario based Surety Company shall be submitted signed with the submission contents and reflect the correct amount;

- f. If applicable, the Bidder shall be previously qualified, under a related pre-qualification process;
- g. All submissions comply with the terms and conditions of the Call for Bid Documents;
- h. For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a "\$0" value; and
- i. No claims or litigation proceedings have been instituted by the Bidder against the Township, or in turn by the Township against the Bidder.

A complete list of Bid Irregularities and the action taken for each irregularity is found in the Purchasing By-law on the Township's website at: King.ca

12. BID DEPOSIT & CONTRACT SECURITY

Bidders shall upload **both** of their Bid Deposit and Agreement to Bond, to the Township's Bidding System, in the bid submission files labelled "Bid Deposit" and "Agreement to Bond".

The Bid Deposit and Contract Security shall be in the form of **one of the two following** options and **shall be submitted with the electronic bid submission**, as instructed below:

Option #1: A Digital Bid Bond and Digital Agreement to Bond

Bidders shall **up-load** a copy of the Digital Bid Bond and Digital Agreement to Bond, and follow the upload instructions as outlined on the Township's Bidding System.

If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes;

- A list of third parties that provide online surety digital bond services such as mobile Bonds or Xenex. The Township does not endorse or promote any third party digital bond service provider.
- An industry Checklist which Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

Option # 2: A Scanned Paper Bid Bond and Scanned Agreement to Bond – (PDF Format)

Bidders shall scan and up-load a copy of the Paper Bid Bond and Agreement to Bond and follow the upload instructions as outlined on the Township's Bidding System.

If this alternative is used, Bidders should request either: an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the Township.

The original bid bond and agreement to bond may be required to follow within 48 hours of the Bid Closing Time and Date.

13.1 **BID DEPOSIT**

Bid Security comprised of a Bid deposit, as specified, shall be included with the submission and be in the form of a Bid Bond made payable to "The Corporation of the Township of King". The Bid Bond will be a CCDC 220 form, or the same format and content as in CCDC 220 or other form used by a Surety company, authorized by law to do business in the Province of Ontario, and acceptable to the Township.

Bid deposits retained shall not be cashed except as noted in section 15. Execution of Contract Upon Award.

- a. **The Bid Deposit shall be in the amount equal to ten percent (10%)** of the total Tender value, payable to the Corporation of the Township of King
- b. The Bid Deposit (Bid Bond) shall be issued by a reputable Bonding Company licensed to carry on business in Ontario. The Bid Deposit shall remain valid and in effect for a period not less than one hundred and twenty (120) business days from the Bid Submission Deadline.
- c. The Bid Deposit is provided as assurance that should the bid be accepted by the Township, a Contract will be entered into for the proper execution and performance of the work within ten (10) business days following written notification from the Township to the selected Bidder.

a. CONTRACT SECURITY – UPON AWARD OF THE CONTRACT

Contract Security requirements upon being Awarded the Contract, shall be equal to the percentage of the total Bid price, as specified below, excluding taxes;

a) Performance Bond 100 %

-and-

b) Labour & Material Payment Bond 100 %

The Contractor shall provide a performance bond in the form of CCDC 221 or the most recent Ontario Provincial Standard Form, and/or a labour and material payment bond in the form of CCDC 222 or the most recent Ontario Provincial Standard Form.

The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Township.

13. RESERVATION OF RIGHTS AND PRIVILEGE CLAUSE

The Township has the right to accept or reject any and all Bids, in whole or in part.

The Township has the right to cancel this Call for Bid at any time and for any reason without any liability to any Bidder.

The Township reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with the Call for Bid.

The Township has the right to waive strict compliance with the terms of the Call for Bid if, in the opinion of the Township, the non-compliance does not affect the Bid in any material way, materiality to be determined in the sole discretion of the Township.

The Township reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- a. accept a Bid other than the lowest Bid or reject the lowest Bid;
- b. cancel this Call for Bid at any time, either before or after the Bid Submission Deadline;
- c. accept or reject any and all Bids, whether in whole or in part;
- d. accept the Bid deemed most favourable to the interest of the Township or that may provide the greatest value and benefit to the Township based upon and not limited to:
 - i. price
 - ii. ability
 - iii. quality of work
 - iv. service
 - v. past experience

- vi. past performance
 - vii. qualification
- e. with the exception of clause 12 “Mandatory Bid Requirements”, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid Submission.

The Township may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which Bid best meets its needs and interest.

The Township reserves the right to seek clarification of the contents of any Bid, or to require a Bidder to submit further documentation.

In its evaluation of the Bids, the Township may consider the following:

- a. information provided in response to inquiries of credit, experience and industry references set out in the Bid;
- b. information received in response to inquiries 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;
- c. the experience and qualification of the Bidder’s senior management, and project management.
- d. The compliance of the Bidder with the Township’s requirements and specifications;
- or
- e. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Township reserves the right to verify any information from third parties and receive additional information regarding any Bidder, its directors, officers, shareholders or owners, and any other party associated with the Bid, as the Township may require.

The Township has the right to reject any Bidder who is involved in litigation with the Township.

Under the following circumstances:

- a. If only one Bid is received, the Township has the right to elect to:
 - i. open the Bid;
 - ii. open the Bid and cancel the RFT;
 - iii. open the Bid and the Township may enter into negotiations with the Bidder if it is a compliant Bid; or
 - iv. not open the Bid and cancel the RFT.
- b. If only one compliant Bid is received, the Township has the right to elect to:
 - i. enter into negotiations with the Bidder; or
 - ii. cancel the RFT; or
 - iii. Cancel the RFT and reissue the Bid document at a later date.
- c. If no Bids or no compliant Bids are received, the Township has the right to elect to:
 - i. cancel the RFT
 - ii. cancel the RFT and reissue the Bid Document at a later date;
 - iii. cancel the RFT and to single source the works to any one person or entity whatsoever at its sole discretion.

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes and regulations in order to commence and

perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Township reserves the right to either:

- a. not award the Contract and cancel the Call for Bid; or
- b. award the Contract in whole or in part, subject to the right of the Township to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
- c. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

By submitting a Bid, the Bidder acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township, by reason of the Township's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

14. REFERENCES

The Township expects that all respondents will provide proof of experience, competence and expertise as it relates to the requirements of this Request for Tender (RFT). Respondents shall have a proven track record and a minimum of five (5) years of relevant experience completing similar projects.

Respondents shall provide three (3) relevant project references to whom they conducted the same work in the past five (5) years to separate organizations and shall not use the Township as a reference as the Township shall be familiar with the respondent's past performance and checking references amongst ourselves would not be of any benefit.

The Township, at its sole discretion, will confirm the respondent's experience and or ability to complete the work required and described in its submission by checking the respondent's references and the provision of the references by the respondent is deemed to be consent to such confirmation and contact with the references. The Township reserves the right to revisit the respondent's submission in the requirements based on information learned during reference checks, should they reveal that there is inconsistency between the respondent's answers to the rated requirements and the results of the reference check.

The Township, at their discretion, may conduct independent research on a respondent and their performance in executing previous work for previous organizations independent of the references provided by the respondent. The information gathered from independent research may be used in the evaluation of the respondent.

This requirement shall be fulfilled by completing the "Respondents Reference" table in the bidding system.

15. EXECUTION OF CONTRACT UPON AWARD

The Successful Bidder, if any, shall sign, scan and upload in ".pdf" format, the required documents to the Township's Bidding System within ten (10) business days of written notification of award. Should the awarded Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the successful Bidder's Bid Security shall be forfeited and retained and applied for use by the Township.

The following are the required documents:

- a. Agreement - (*);
- b. Contract Security - (**);
- c. Current Insurance Certificate on the Township's Standard Insurance Form; and
- d. Current copy of the Workplace Safety and Insurance Board Certificate of Clearance.

- (*) The Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.
- (**) The Contract Security original(s) shall be submitted to the Township in addition to providing the electronic upload. The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, the Township deems warranty or maintenance period of the Contract and/or until the Contract is complete.

16. STATEMENT OF UNDERSTANDING

Each Bidder shall be deemed to have carefully examined the Call for Bid document prior to submitting its Bid for the Work, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its Bid, communicate the same in writing to the Township through the Bidding System. At the Township's sole discretion, some or all of the corrections, questions and answers may be incorporated into an Addendum.

Each Bidder warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the Work and that in preparing its Bid, it has satisfied itself that it has secured all necessary information required by a competent, experienced contractor to prepare a responsible and complete Bid.

Bidders are solely responsible for their own expenses in preparing their Submission. If the Township elects to reject any or all Submissions, the Township will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing their Submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

17. PRICE COMPONENTS

All prices will be quoted in Canadian Funds.

Prices must be expressed in accordance with the unit of measure specified in the document.

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Bidder to any specified destination within the limits of the Township of King, unless a breakdown is requested on the Pricing Schedule.

Taxes

- a. The Township is subject to payment of Provincial and Federal taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased or provided during the term of the Contract, the Successful Bidder and the Township mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Successful Bidder to bring to the Township's attention any such changes.
- b. The Successful Bidder shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in their performance of the Work. Except where the Successful Bidder is in the position to claim for Sales Tax Rebate on the materials used.

It is the Successful Bidder's responsibility to obtain up-to-date directives.

Transportation and Delivery Charges

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Successful Bidder to any specified destination within the corporate limits of the Township, unless a breakdown is requested on the Bid Form.

Firm Prices

Prices tendered are to be in Canadian Funds and are to remain firm for acceptance for a period of ninety business (90) days after the Bid Submission Deadline unless otherwise stated herein.

18. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Bid Form as "Provisional Items" may or may not be required for completion of the Work called for under the Contract. The Township shall determine the necessity and/or actual quantities of these items as the Work progresses. Should any of these items be required, the Bidder shall be compensated on the basis of the unit price(s) quoted. In the event that any or all of these items are found not to be required, the Bidder may not claim extra payment for loss of anticipated profits.

19. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and as such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act*."

Bidders may identify any part of their Bid as confidential except for the total Contract price and the Bidder's name. The Township will use its best efforts not to disclose any information so marked but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

Upon award the Township will publish the Company name, the name of the contact person and phone number unless the Township is notified otherwise in writing in which case the Township will only publish the name and phone number of the Successful Bidder.

20. INTELLECTUAL PROPERTY

Unless otherwise expressly provided in the Contract, the Township shall have all ownership rights in and to all originally developed Deliverables, vesting in the Township immediately upon their creation and at every stage of their development. The Contractor hereby assigns to the Township all right, title and interest (including, without limitation, copyright and other intellectual property rights) in and to such Deliverable, and the Contractor expressly waives the Contractor's moral rights in respect of such Deliverable. The Contractor shall provide reasonable assistance to the Township in the preparation of all documents necessary to evidence the Township's ownership rights in and to such Deliverables (including, without limitation, obtaining a waiver of moral rights from all authors).

If the Deliverables contain any pre-existing materials owned or licensed by the Contractor that are incorporated into the Deliverables ("Contractor Material's"), the Contractor hereby grants to the Township a perpetual, non-transferrable, non-exclusive, royalty-free license to use the Contractor Materials to the extent reasonably necessary or convenient to receive or enjoy the benefits of the Deliverables.

21. ACCESS TO RECORDS

The Township reserves the right to request, at any time during the duration of the contract, access to all logs and/or records held by the Successful Bidder pertaining to the works detailed herein.

The Successful Bidder shall provide the requested documents to the Township within seven (7) business days of the initial date of request.

It is the responsibility of the Successful Bidder to adhere to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with respect to protecting any personal information collected on behalf of the Township during the duration of the contract.

22. ANTI-LOBBYING

Any attempt on the part of a Bidder, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Township, Elected Official or Appointed Officer, other than the designated Purchasing Services contact person as outlined in this document, to influence the outcome of the purchasing process or subsequent award in any manner, including but not limited to collusion, bribery, gratuity, or fraud, shall result in the disqualification of the Bidder from the bidding process.

At the discretion of the Township, any Bidder who violates the provisions of this clause may be prohibited from submitting a future bid to the Township for up to two (2) years or in some cases, indefinitely.

23. BLACKOUT PERIOD

The Township prohibits communications with respect to this bid opportunity initiated by a Bidder to any Township official, consultant or employee for the period of time from the date of issuance of the Bid on the Township's electronic Bidding System up to and including the date that the contract has been formally awarded. This is called the "Blackout Period" of a competitive bid process.

Any communication between a Bidder and the Township during the Blackout Period is to be initiated by a representative from the Township's Purchasing Services division for reasons as outlined in the Bid Form. Any contradiction to such clause(s) may be grounds for disqualifying the Bidder from consideration for the Contract Award.

PART II**STANDARD CONDITIONS OF CONTRACT****24. PURCHASING PREFERENCE**

No preference will be given to any business for past or present contracts/awards to deliver goods and/or services to the Township.

25. PURCHASE ORDER

The Work shall not commence until all of the required documents have been delivered to Purchasing Services and the Contract has been executed by the Successful Bidder and the appropriate Township authorities.

A Purchase Order shall be generated and issued to the Successful Bidder for payment purposes. The Successful Bidder must reference the Purchase Order number on every invoice submitted to the Township.

26. INSURANCE

The Contractor shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the Contractor. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include The Corporation of the Township of King as an additional insured in respect of all operations performed by or on behalf of the Contractor.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

Where applicable the Contractor shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Contractor, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

Where applicable the Successful Bidder must also carry insurance coverage as set-out in this Part II, Standard Conditions of Contract, section titled "Workplace Safety and Insurance Board (WSIB)"

27. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Contractor shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the Contractor or any Subcontractor is liable to pay under the *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective **January 1, 2013**, Bill 119 legislates that all Contractors and Sub-Contractors categorized under Class G: Construction, shall have a WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the Contractor is an independent Operator and is not categorized under **Class G: Construction**, the Contractor shall submit a letter from the WSIB confirming that

s/he has Independent Operator Status under the WSIB Act. If the Contractor does not have Independent Operator Status, the Bidder shall;

- i. Complete an Independent Operator Status Questionnaire upon being awarded the Contract; and,
- ii. Fund all costs associated with any appeal of a determination by WSIM that the Bidder is not an Independent operator; and,
- iii. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Contractor acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Call for Bid. As such, the Township reserves the right to terminate all Contracts associated with this Call for Bid if all appeals have been exhausted and the Contractor is determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies paid to the Contractor shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Call for Bid, as well as Township property, shall be returned to the Township.

The Contractor acknowledges and agrees that any work completed to the date when the appeal process has been completed, and an unfavourable determination is made, will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the Contractor.

28. DAMAGE CLAIMS

The Contractor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

29. OCCUPATIONAL HEALTH AND SAFETY

The following requirements and conditions shall be included in all agreements with Contractors (and Sub-Contractors) engaged by or on behalf of the Township.

- a. Contractors with known poor safety records or with inadequate qualifications or equipment shall not be considered for award.
- b. Contractors acknowledge that they have read and understood the Occupational Health and Safety Act OHS Act (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- c. The Contractor shall comply with all health and safety requirements established by the OHS Act and regulations, the Township and any applicable industry standards. The Contractor agrees to assume full responsibility for the enforcement of same.
- d. The Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any Work.
- e. The Contractor shall understand that its performance shall be monitored and that their overall performance shall be a major consideration for future Contracts with the Township. The frequency and detail of ongoing project monitoring shall be dependent upon the nature of the Work and safety precautions specified.
- f. The Contractor shall allow access to the Work site on demand to representatives of the Township.

- g. The Township shall take all action necessary to support the Contractors health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- h. The Contractor acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Bidder or any of its Sub-Contractors may invalidate the Contract.
- i. The Contractor acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Contractor or any of its Sub-Contractors shall entitle the Township to set off the damages so assessed against any monies that the Township may from time to time owe the Contractor under this Contract or any other Contract what so ever.

The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Occupational Health and Safety Act* and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required Work, all prior to the performance of said Work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the *Occupational Health and Safety Act* and associated regulations are complied with.

The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support. The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not limited to, procedures for entering a confined space on the Work site.

The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Township.

30. WHMIS REQUIREMENTS

The Contractor must supply a valid supplier label and appropriate Material Safety Data Sheet under the *Workplace Hazardous Materials Information System* (WHMIS) legislation for all controlled products to be supplied in accordance with this Call for Bid. Any controlled goods supplied without appropriate data sheet and proper labelling will not be accepted and will be returned at the sole cost of the Contractor.

31. SAFETY PLAN AND STANDARDS

The successful bidder will be required to submit a work plan that outlines how the company plans to address COVID-19 social distancing and personal hygiene recommendations for their employees, Township staff, their suppliers and subcontractors and the public.

It is the responsibility of the Contractor to work in a safe and orderly manner so as not to constitute any safety hazards. The following standards are some of the standards that shall be complied with; by the Contractor when working on the project:

- a. The Contractor shall be responsible for the placement of appropriate physical barriers between the Work area, public and staff occupied areas.
- b. The Contractor shall control pedestrian and vehicular traffic as required an in accordance with current manual of Traffic Control Devices.

- c. When operating Equipment in a School or Playground Zone; appropriate physical barriers and personnel shall be in place to ensure the safety of the public.
- d. No loose clothing shall be worn in the vicinity of moving or rotating equipment.
- e. The Contractor shall not operate or tamper with Township equipment unless given express permission to do so.
- f. Housekeeping standards are to be maintained in the Work area. Debris and material are not to be allowed to accumulate.
- g. Keep extension cords and hoses off the floor and out of traffic aisles. Highlight any tripping, slipping, or bump hazards by using cones, hazard tape or other means appropriate to the situation.
- h. The Contractor shall have and use a "Lock, Tag and Try" procedure that, as a minimum, meets the requirements of the Regulations made under the *Occupational Health and Safety Act*.
- i. The Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of workers in addition to those listed above are maintained.
- j. The Contractor shall provide written notice to the Township in advance of the need to close any exit or emergency exit, electrical system etc. that may affect a potential evacuation of a Township's workplace or facility.
- k. The contractor and the Township shall communicate through a designated channel/liaison person at all times to avoid any confusion or misunderstanding.

32. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations, as amended, with regard to provision of the goods and/or services contemplated herein. The Bidder, when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder acknowledges that the Corporation of the Township of King, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

33. LAWS AND REGULATIONS

The contractor shall comply with all applicable statues, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part. Or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

34. NON-WAIVER

No act or omission by the Township shall be construed by the Contractor as a renunciation or waiver of any rights or recourses for any breach by the Contractor of its obligations set out in this Call for Bid and in the Contract, unless the Township provided the Contractor with an express waiver in writing. Any Work completed by the Township required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

35. NON-ASSIGNMENT

The Contractor may not assign this Contract in whole or in part or any work performed in accordance with the Contract without the prior written consent of the Township. Such written consent, however, shall not relieve the Contractor of his/her liabilities and obligations under any circumstances and shall be within the sole and unfettered discretion of the Township.

36. INSPECTION

The Project Manager and/or his representative on his behalf, shall at all times have access to the Work wherever it is in progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, Project Manager's instruction, laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Project Manager timely notice of its readiness for inspection, and if the inspection is by an authority other than the Project Manager, of the date fixed for such inspection. Inspection by the Project Manager shall be promptly made. If any such Work should be covered up without approval or consent from the Project Manager, it must, if required by the Project Manager, be uncovered for examination and made good as required at the Contractor's expense.

The Project Manager shall appoint an inspector or inspectors, when and as he may deem necessary, to observe and inspect the Work on his behalf. The inspector will have the authority to inform the Contractor concerning anything which, in his opinion, is improper or unsatisfactory. In the event that the Contractor disputes the opinion of the inspector, then the inspector shall have the authority to stop the part of the Work involved, without claim by the Contractor for compensation for any delay, until the Project Manager shall have given a decision in the matter in dispute.

The inspector will be present in the interests of the Township, and neither his presence nor his failure to notice or to draw to the attention of the Contractor any unsatisfactory Work or material, or anything whatsoever, shall relieve the Contractor of his responsibility with regard either to the quality of the Work or materials, or the safety of the Work or of anyone employed on the work, or to persons or property affected by the Work, or in any respect whatsoever.

Wherever necessary, Work shall be suspended for such reasonable time as may be necessary to permit the Project Manager to inspect any portion of the Work, but the Contractor will not be allowed any extra compensation for this suspension of Work

37. EMERGENCY TELEPHONE NUMBER

If applicable, prior to commencing the Work, the Contractor shall provide the Township with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

38. MEETINGS

If applicable, the Contractor's representative(s), as requested by the Township, shall attend all mandatory meetings required prior to and or during the project at their own expense.

The Contractor's representative(s) attending meetings shall be experienced, skilled and qualified and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

39. ALTERATIONS AND AMENDMENTS

The Township shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Township of

King's Contract Change Order Form executed by the Contractor and the Township prior to the Contractor undertaking Work pursuant to this Change Order.

Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work, the cost of such change, including costs to the Contractor and where required and change to the Work schedule. Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

Any changes in price and/or schedule agreed upon by both the Township and Contractor will be considered to be a fair and equitable adjustment for the Contractor's direct and indirect costs. The modification provides full compensation for the changed work, including both Contract costs and Contract time. The contract price adjustment agreed upon by both the Township and Contractor will be acknowledged as inclusive of full and final compensation for any cumulative impact of the current and all prior changes. The Contractor hereby releases the Township from any and all liability under the Contract for further equitable adjustment attributable to the Modification.

The Township and Contractor shall have the right to change, amend or modify the form or content of a Contract document in regard to matters, which do not affect the nature of Work, by Contract amendment, which shall be executed by the Township and Contractor. Contract documents, except to the extent stated in the Contract amendment, shall remain unaltered and in full force and effect.

40. DEFECTIVE OR UNSUITABLE

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Contractor forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Township's discretion, and shall not be subject to any re-stocking charges.

41. REJECTED COMMODITIES

Upon rejection of commodity(s) the same shall be removed by the Contractor from the premises of the Township within five (5) business days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Township may take such actions, as it deems necessary. Rejected items left longer than five (5) business days shall be considered as abandoned and the Township shall have the right to dispose of them as its own property.

42. DELIVERY SCHEDULE

Time is of the essence for the delivery or provision of the goods and services or either of them requested herein. The delivery date shall be adhered to, as the Township is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods and services may result in the Township taking further action to obtain an alternative Supply, in which event the additional cost incurred shall be charged to the Contractor. If the Contractor does not pay such cost, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods and services on or before the date of delivery, the Township shall charge back to the Contractor the difference in cost between the price submission and the acquisition cost of the alternative goods and services.

43. FORCE MAJEURE

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control.

The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters, pandemic and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services.

If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

If the anticipated or actual delay or non-performance exceeds thirty (30) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

Parties agree that it is impossible to predict COVID-19's worldwide impact in the short, medium and long term, and neither party will be held liable for breach of contract or delays in the performance of the proposed services which may be attributable to the direct or indirect effects of the COVID-19 outbreak.

For the purposes of the present agreement, the impacts of the COVID-19 that would prevent or delay a party in the performance of its obligations will be considered and treated as an event of force majeure..

44. PERSONAL PROPERTY SECURITY ACT

The Contractor warrants that the goods/inventory/equipment being supplied to the Township, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyrights, patents or any third party statutory claims.

45. SUB-CONTRACTING BY THE CONTRACTOR

The Contractor may sub-contract any portion of the Work, but the total of all sublets shall not exceed 60% of the total tender value without the written consent of the Township.

46. TOWNSHIP NOT EMPLOYER

The Contractor agrees that the Township is not to be understood as the employer to any Contractor nor to such Contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Call for Bid document. The Contractor herewith agrees to be the "Constructor" as defined in the *Occupational Health and Safety Act*.

47. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Township from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Township, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the Contractor

or any of its officers, directors, employees, or agents, in connection with the Services performed.

48. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all work called for under the Contract is not finished or completed by the completion date as set forth in the Bid Form, damage may be sustained by the Township, and it is or will be impracticable and extremely difficult to ascertain and determine the actual damage to which the Township will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Township the sum of one thousand dollars (\$1,000.00) in the form of liquidated damages for each and every calendar days delay in finishing the work in excess of the completion date prescribed and it is agreed that this amount is an estimate of the actual damage to the excess of the prescribed number of working days.

The Township may deduct any amount due under provisions set forth in the paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action, or other alternative that may be available to the Township.

If the time available for the completion of the work is increased or decreased because of an overrun or under run of a major item in the Contract, the Township may revise the completion date by adding or subtracting days there from, as the case may be, the number of days calculated on the average daily production of the most productive 50% of the working time shown on the Contractors Schedule, divided into the difference between the actual quantity and the estimated Tender quantity, provided that this basis for calculation may not be used where in the opinion of the Township, all or any of the relevant major items are carried out concurrently.

49. FIRST NATIONS EXCAVATION AND DISCLOSURE OF FINDINGS (IF APPLICABLE)

Should any site excavation unearth bones, remains or other such archaeological evidence of a native burial site, as obligated under the Cemeteries Act, the Contractor will notify the Township and the nearest First Nations group, which is willing to act as a representative and whose member have a close cultural affinity to the interred person, and cease all work that would jeopardize the sanctity of the site until direction is provided by the Township.

If any new, undisclosed or unforeseen issues should arise that have the potential for anticipated negative environmental impacts or anticipated impacts on a First Nations treaty or other protected right, the First Nations group shall be notified.

50. THIRD PARTY CLAIMS/INSURANCE CLAIMS

Claims or alleged claims received by the contractor relating to property damage, personal injury or otherwise, shall be dealt with immediately by the Contractor as follows:

- a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims and advise the claimants in writing of the determination of liability within thirty (30) days of service of the claim on the contractor. Copies of such determination shall be forwarded to the Township.
- b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a), the Township reserves the right to have another independent adjuster review and the claim and determine liability thereof. The cost of the

additional third party review, any monies paid by the Township in satisfaction of any third party claim determined to be the contractor's liability and all associated costs will be deducted from monies owing to the contractor by the Township.

- c) If a claim is settled, the contractor shall submit to the Township a copy of the Claimant's release. The claimant's release shall cover both the Township and the Contractor in the release form.

51. DEFAULT

The Township reserves the right to restrict any Bidder and/or Successful Bidder that is in breach of its obligations from future eligibility to submit bids to the Township for up to two (2) years.

In the event the Successful Bidder fails to comply with the specifications, scope, terms and conditions of this document properly, fully and promptly, at any time throughout the duration of the Contract, the Township reserves the right to:

- a. order the Successful Bidder, on written notice, to discontinue all work under the Contract;
- b. advertise for new Bids; or,
- c. carry out the Work(s) in any way at its sole discretion, that deems to be in the best interest of the Township.

The Successful Bidder further agrees to save and hold harmless the Township, and/or its officers, agents, or servant from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to be reason of such default or failure.

52. TERMINATION

In the event that the Contractor fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Township, the Township may give notice in writing to the Contractor of such failure. In the event that the Contractor has not remedied its failure within ten (10) days of the said notice, the Township shall be entitled to exercise any one or more of the following remedies:

- a. the Township may terminate the Contract without further notice and exercise its rights to the performance security provided by the Contractor;
- b. the Township may withhold any payment due to the Contractor hereunder until the Contractor has remedied its failure;
- c. the Township may engage the services of others to remedy the Contractor's failure, and obtain reimbursement therefore from the Contractor. Such reimbursement may be obtained either through deduction from any amount owing to the Contractor or through any other legal means available to the Township;
- d. the Township may assert any other remedy available to it in law or equity; and/or
- e. the Township reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

53. EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Township may complete an evaluation of the Contractors' performance. The evaluation shall be placed on file and a copy of this evaluation may be provided to the Contractor. This information may be made available to persons requesting Township references for the Contractor and also may be reviewed and may form part of the criteria when awarding future bids by the Township. In the event of documented poor performance, non-performance or conflict of interest, the Township may put the Contractor on a no-bid list (also known as a blacklist) and will not accept bids from the Contractor for up to two (2) years.

The Contractor hereby authorizes the maintenance and release of this information.

54. TOWNSHIP OF KING PURCHAING POLICY BY-LAW NO. 2014-120, AS AMENDED

The terms and requirements of the Township of King Purchasing By-Law constitute an integral part of this Call for Bid and are incorporated by reference into this Call for Bid. It is the responsibility of all Bidders to become familiar and comply with the requirements of the Township of King Purchasing By-Law, which is available on the Township's website: <http://king.ca>

55. WORKING LANGUAGE

The working language of the Township of King is English and all responses to this Call for Bid must be English.

56. TOWNSHIP OF KING PAYMENT TERMS & METHODS

The Township's standard payment terms are NET 30 days from the date of invoice. To allow for timely payment; the Purchase Order number must be referenced on all invoices where applicable. If applicable, the Township's Project Leader of this Contract may require the vendor to submit invoices in a specific format/outline and if so, details of such will be discussed with the vendor after award of the Contract.

All payments will be processed using a Township Purchasing Card or electronic funds transfer (EFT). If any deviation from the accepted method of payment is necessary such deviation shall be mutually agreed upon and confirmed in writing by both the vendor and the Township.

New or existing vendors to the Township will be provided with the necessary documents to facilitate EFT payment. EFT's are processed according to the invoice due date with the payment file being transferred on Friday, resulting in funds deposited to vendor's bank accounts on Tuesday of the following week.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email.

Invoices may be submitted electronically to accountspayable@king.ca or mailed directly to:

Township of King
Accounts Payable,
Financial Services,
2585 King Road, King City, ON L7B 1A1

Inquiries regarding payment status shall be directed to accountspayable@king.ca

57. MAINTENANCE HOLDBACK

Not Applicable

58. PAYMENT HOLDBACK FOR UNSATISFACTORY PERFORMANCE

The Township shall not pay the final invoice to the Successful Bidder for the work, services, products or materials stated in these documents until the Township is fully satisfied that all terms and conditions in these documents and all work, service preformed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Township.

59. RELEASE OF HOLDBACK

Not Applicable

PART III**GENERAL PROVISIONS****60. ENVIRONMENTAL CONSIDERATIONS**

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the Work. If the restrictions change after the Award of the Bid any resulting increase in cost shall be borne by the Township.

61. DATE OF COMMENCEMENT

The Contractor shall commence the Work provided that the Township has issued written notification of Award of the Contract, and received submission of the appropriate Contract documents and/or issuance of a Purchase Order within two (2) weeks of official receipt of award.

Should the Contractor find that he/she shall be unable to commence the Work as specified above, he/she shall, submit to the Township in writing a request for extension of time and in his/her request shall show just cause why, in his/her opinion, the extension of time should be granted.

Upon receipt of such written request, the Township representative may, at his/her own discretion, if in his/her opinion such written request does not conflict with the best interests of the Township, grant the required extension in full or any portion thereof, thereby fixing a new date from which the charging of Working Days shall be calculated;

Or

If in the opinion of the Township, the Contractor has failed to show cause acceptable to the Township or should such cause be not in the best interest of the Township, any request for extension of time may be denied.

In any event, the decision of the Township in this matter shall be final and binding.

62. DATE FOR COMPLETION

The Contractor shall complete the Work by **September 30, 2021**, the Date of Completion.

The Contractor is deemed to have thoroughly understood the requirements for completing the Work within the specified time for completion and allowed for any additional and/or augmented daylight shifts in his Bid should it be in his/her opinion that there may not be sufficient time for completion by him/her Working a normal number of hours each day or week on a single daylight shift basis. Any additional costs associated by compliance with these provisions shall be considered to be included in the prices Bid and no additional compensation shall be allowed therefore.

Working time shall be charged until the date of acceptance of the Work by the Township at which time all Work required in the contract, including all final clean up shall be completed.

If the Contractor is delayed in the completion of the Work:

- a. By any negligent act of the Township or any Township employee;
- b. By other utility Contractors such as: Telephone, Cable, Gas, Hydro Contractors unless otherwise stated; other than delay caused by timing of Contractor request for Work to be done by the utilities.
- c. For any cause beyond the reasonable control of the Contractor or by acts of God or of the Public Enemy Acts of the Province or of any foreign state, fire, flood, epidemics, quarantine restrictions, embargoes or delays of sub-contractors due to such causes.

Then the time for completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Township, notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time once the Work has been commenced shall be made to the Township in writing within five (5) Working Days of the occurrence of the incidence causing the delay. In the event such application is approved by the Township, all bonds or other Contract surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted and the Contractor shall furnish the Township with evidence of such amendment of the surety.

If the time for completion of the Contract is affected by additional Work, the Township shall increase the number of Working Days established in the original Contract to compensate for such Work.

63. SUBSTITUTION

Unless restricted by the provision "NO SUBSTITUTION", the use of any named manufacturer, brand, make or catalogue designation in specifying an item does not restrict the Bidder to the manufacturer, brand, make or catalogue designation identification. Such are used simply to indicate character, quality and/or performance equivalent that each product must meet in order to serve the purpose for which it is to be used. The onus for proving the products proposed are of a similar character, quality and performance will rest with the Bidder. If the Bidder does not indicate that the products proposed to be furnished are other than specified, the Bidder will be deemed to propose to furnish the exact product as described in the Tender Form.

64. PERMIT

The Township will obtain the required Building permit for the associated works.

65. HOURS OF WORK

The hours of Work shall be adhered to by the Contractor, and shall be 07:00:00 hours (7:00 a.m.) to 20:00:00 hours (8:00 p.m.) as per the Township of King's By-law 051-06 unless other arrangements have been made with the Township.

A "Working Day" is defined in "Definitions".

The Contractor shall not carry on his/her Work under this Contract on a day other than a Working Day, without permission in writing from the Township, except in case of emergency whereby retrospective approval is required. The Contractor acknowledges that his/her Bid has been based on this normal Working Day and hours requirement.

Should the Contractor wish to carry on his/her operations on a day other than a Working Day, that is a holiday on which the Township employees are not required to Work, written application for approval shall be made at least twenty-four hours (24 hrs) in advance of such event. Such permission may or may not be granted at the discretion of the Township and no claim for extension of time may be made should permission not be granted. If the Contractor is granted permission by the Township to perform Work during a day other than a normal Working Day or Works in an emergency situation, the Township may recover from the Contractor, all cost incurred with the granting of the request, including but not limited to the overtime payment of Township inspection staff.

66. RESTRICTION OF USE OF HYDRANTS

The Contractor shall not make use of or interfere with any hydrant without the approval of the Township, who in granting such approval, may charge such fees and make such regulations, as it deems necessary to safeguard the Township's interest.

67. RESTORATION

The Contractor shall restore all features damaged or destroyed during the course of the services under this Contract to the satisfaction of the Township and at no cost to the Township.

PART IV**SPECIFICATIONS****68. INTRODUCTION**

The Contractor is to provide all labour, equipment and materials necessary for the interior Renovation of the Schomberg Community Hall as per the drawings.

69. SCOPE OF WORK

- Refer to Document “2020-T12 Specifications Schomberg Community Hall (Alaimo Architecture Inc. Project 2019-004)

70. PROJECT MANAGER

- Will be the Manager; Facilities, Community Services, or Designate.
- The Project Manager will oversee all work included and specified herein during the period of the Contract and ensure specifications and quality of work meets the expectations of the Township. The Project Manager shall have the authority to stop the work whenever, in his opinion, such stoppage is necessary to ensure the proper execution of the Contract
- The Project Manager’s contact information will be provided to the successful bidder upon execution of a Contract.

70. PROJECT SCHEDULE

The Proponent will develop a detailed Project Schedule to identify all project activities, key milestones and deliverables including required meetings with the Client, stakeholders and regulatory approvals with their submission.

71. ONTRACTORS OPERATIONS

Operators shall be competent and familiar with the work that they are to perform. They shall be familiar with their assigned routes so not to delay the process.

Operators shall possess all applicable licenses and have a good driving record. They shall be qualified in the effective and safe operation of the equipment.

Operators shall conduct themselves in a very professional manner at all times and to avoid conflict with all those they come in contact with.

72. CLEAN UP

The Contractor shall at all times keep the site free from accumulations of waste material or rubbish caused by his employees or Work, and at the completion of the Work he shall remove all his rubbish caused from and about the site, and all his tools and surplus materials. In case of dispute, the Owner may remove the rubbish and back charge the cost to the Contractor as the Project Manager shall determine to be just.

73. CONSTRUCTION AND STORAGE AREA

The Project Manager prior to commencement of work will designate the limits of the Construction Area unless otherwise shown on the drawings.

74. DEFICIENCIES RESPONSE TIME

Township Staff will do their best to notify the Contractor of any deficiencies within 24 hours after an area has been completed. Once the Contractor has been notified of a deficiency it will be their responsibility to correct or address it within 24 hours of notification.

75. MOBILIZATION

The line item description referred to as Mobilization shall be used to denote a lump sum price including the costs associated with the transportation of labour, equipment, offices, conveniences, temporary facilities, and other items not required to form part of the permanent works and not covered by the other items in the Schedule of Unit Prices.

76. LIST OF ATTACHEMENTS

- 2020-T12 Specifications Schomberg Community Hall (Alaimo Architecture Inc. Project 2019-004)
- 2020-T12 BA2020-0580-BLD DWGS
- 2020-T12 Mechanical Drawings - Issued for Permit Revision 1
- 2020-T12 Standard Building Permit Card - 325 MAIN STREET
- 2020-T12 BA2020-0580-HYDRAULIC CALCULATIONS
- 2020-T12 BA2020-0580-HVAC CALCULATIONS
- 2020-T12 20-1119 Hydraulic Calculation #1 & #2
- 2020-T12 20-1119 SP1 TO SP3
- 2020-T12 COVID-19 Form

77. PRICES

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all Work which is set out or called for in this Bid, at the unit prices, and/or lump sum prices indicated in the Bidding System. The Bid amount shall include all costs incurred, including but not limited to supply, delivery, labour and material, mobilization and demobilization, disposal, and cleaning, excluding HST.

PREVIEW OF CONTRACT FORM OF AGREEMENT

Please find following a **preview only** of the contract form of Agreement that the successful Proponent will be required to complete and submit as part of the execution of contract upon award process.

The Proponent acknowledges that the preview below is provided as a courtesy only and that its form and/or contents are subject to change if necessary.

PART V

AGREEMENT

THIS INDENTURE made on this _____ day of _____ 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF KING hereinafter called in "TOWNSHIP", the party of the FIRST PART

-AND-

[PROPONENT]

Herein after called the "CONTRACTOR", The Party of the SECOND PART WHEREAS the Township has awarded to the Contractor the Contract for the:

TENDER #: 2020-T12

Schomberg Hall Renovations

According to plans, specifications and general requirements herein referred to, the Contractor having put in a Bid therefore, a copy of which is hereto annexed, which Bid was accepted by the Township on the ____ day of _____, 2020; at a total Bid price of \$_____ based again on estimated quantities.

NOW THEREFORE THESE PRESENT WITNESS that the Contractor does hereby covenant and agree with the Township in the manner following namely:

1. To execute and perform the term of Contract herein mentioned with due expedition and in a thoroughly professional manner in strict accordance with the provisions of this Contract and the Contract Documents and thereafter to maintain the same as therein provided and that in the execution and performance of the Contract, the Contractor shall carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the Contract Documents to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.
2. To indemnify and keep indemnified and save harmless the Township and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Township, its officers, servants and agents and from all losses, costs, charges, damages. Liens and expenses which may be paid, sustained or incurred by the Township, its officers, servants and agents by reason of or on account, or in consequence of the execution and performance of the Contract or of the non-execution or imperfect execution thereof or of the Supply and non-Supply of plant or material therefore.
3. To pay to the Township on demand, all losses and costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit claim, lien, execution or demand and any monies paid or payable by the Township or any of its officers, servants or agents in settlement or in discharge thereof or on account thereof and that in default of such payment all such loss, costs, damages and expenses and any monies so paid or payable by the Township, its officers, servants or agents and also any monies payable by the Contractor under any of the Contractor then remaining in the possession of the Township on account of this or any other Contract or may be recovered from the Contractor hereto attached in any court of competent jurisdiction as monies paid at their request.
4. AND the Contractor hereby authorizes and empowers the Township or its solicitor for the time being, to defend, settle or compromise any such actions, suits, claims, liens, execution or demands as the Township or its solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Township or its solicitor and shall pay on demand the reasonable costs of defending, settling or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise and that in default of such payment the same may be deducted from any monies payable by the Township to the Contractor on any account whatever. Provided, however, that the Contractor may at the expense of the Supplier, subject

to the consent of the Township take charge of and conduct in the name of the Township, the defence to any such action, claim or suit.

- 5. The Township covenants with the Contractor that if the Contract, including all authorized extras in connection therewith, shall be duly and properly executed as aforesaid and if the Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisions, terms and conditions of this Contract and the Contract Documents, and subject to the terms and conditions of this Contract and the Contract Documents, the Township shall pay the Contractor therefore the sums calculated in accordance with the actual measured quantities and unit prices mentioned in Bid and for such additional quantities at the rates or unit prices mentioned in the Bid. Such payments are to be made subject to deductions in relation to the monies and liquidated damages referred to in the Contract Documents.
- 6. AND it is understood and agreed between the parties hereto as follows:

 THAT this Agreement and covenants and conditions herein, and in the Contract and Contract Documents contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Township respectively.
- 7. IN this Agreement, and in the Contract, of which this Agreement forms a part, the words "Bid", "shall", "may", "herein". "Goods and Services", "Contract", "Contract Documents", "Contract Security", "Supplier", "Township", and the words used in the singular number or the masculine gender shall have the meaning and effect given to them in the Contract Documents where indicated, or in the Interpretation Act as amended.
- 8. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 9. The Parties agree that the Township may terminate this Agreement for any reason, in the Township's sole discretion upon giving ten (10) calendar days written notice to the Proponent.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on its behalf, on the day above written.

(**PROPONENT**
 (
 (
 (_____
 Signature
 (
 (
 (_____
 Title
 (
 (
 (_____
 Witness
 (
 (
 (
 (
 (
 (
 (
 (Per _____
 Kathryn Moyle, Clerk
 (
 (Per _____
 Steve Pellegrini, Mayor
 (

2020-T12A - 2020-T12 Schomberg Community Hall Renovations

Opening Date: November 2, 2020 5:00 PM

Closing Date: November 27, 2020 11:00 AM

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.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

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.

2020-T12 Price Sheet

Description	Unit Price	Quantity	Total	
Proejct Lump Sum		1		*
Refer to 2020-T12 Schomberg Architectural Specifications (Pages 12 -13)	\$275,000.0000	1	\$ 275,000.00	*
			Subtotal:	\$ 275,000.00

Summary Table

Bid Form	Amount
2020-T12 Price Sheet	\$ 275,000.00
HST (13%)	\$ 35,750.00
Total Contract Amount:	

Specifications

Bidders Information Form

Line Item	Description	Response *
1	Company Name	
2	Bidders Main Contact (Individual)	
3	Address (include Postal Code)	
4	Office Phone #	
5	Toll free phone #	
6	Cellular #	
7	Fax #	
8	E-mail Address	
9	Website	
10	HST Account #	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the “Contractor” for the named project and should state whose past experience on the named project is relevant to that reference.

Ability & Experience

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous five (5) year period from the issuance of this document.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Company Name			
2	Address			
3	Contact Name			
4	Position			
5	Telephone number			
6	Fax number			
7	Email			
8	Date(s) services provided			
9	Nature of assignment			

Sub Contractors

Bidders need to list the subs only for work not done by own forces. Any work under this contract not listed in the table below will have to be done by Contractor’s own forces.

The Township reserves the right to approve all proposed Sub-Contractors and where the Township objects to the use of any proposed Sub-Contractor, the Bidder shall use another Sub-contractor acceptable to the Township. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Township.

The awarded Bidder may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Bidder shall only use those Sub-Contractors approved by the Township and shall be held fully responsible to the Township for the acts and omissions of its Sub-Contractors.

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	Sub-Contractor Name	Contact Name	Contact Number

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.

- WSIB Certification * (mandatory)
- Insurance Certificate * (mandatory)
- Health and Safety Program * (mandatory)
- Project Schedule * (mandatory)
- Key Project Personnel * (mandatory)
- CCDC 220 * (mandatory)
- CCDC 221 * (mandatory)
- CCDC 222 * (mandatory)
- Additional Document (optional)

BONDING UPLOAD SECTION

Refer to Bid Document

- Digital Bid Bond (optional)

Addenda & Declarations

I/WE the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT 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.
4. I/WE represent that no member of the Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to Supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT Contingencies to the said Contract, if any, shall be made in accordance with the prices stated in Contingencies items of the Schedule of Unit prices in strict conformity with the requirements of the Contract.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the awarded Bidder for the said Work or Ninety (90) Business days from the Submission Deadline, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Business days from the Submission Deadline, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the awarding of the Contract, by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract Document and to execute the agreement in duplicate within Ten (10) Business days after notification of award. If I/WE fail to do so, the Owner may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
13. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
14. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and

implemented in accordance with the Occupational Health and Safety Act and all its associated regulations

15. I/We understand that submissions in response to this document may become public information unless I/we specifically request certain parts of the submission to remain confidential and permission will be granted at the Program's discretion and will be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

16. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in this document form part and parcel of the said contract. All Addendum/Addenda should be issued before forty eight (48) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by The Township of King.

17. I acknowledge that I am required to comply with the [Accessibility for Ontarians with Disabilities Act, 2005](#) (AODA), and the Integrated Accessibility Standards Regulation for Customer Service (IASR), Ontario Regulation 191/11 and 165/16 s.19 Part IV.2. I confirm that my employees, agents, volunteers and representatives who are required to receive training under the AODA and IASR have completed the required training. I will provide to The Corporation of the Township of King any further documentation that confirms this training has been completed upon request.

I will indemnify the Corporation of The Township ("Township") from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understand and will meet any/all enacted accessibility Standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by my company for the completion of work(s) contracted for the Township will also comply with the above requirements and are approved by the Township.

I/WE the undersigned affirms that he/she is duly authorized to execute this bid.
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.		