



# TOWNSHIP OF WOLLASTON

Request for Proposal  
# 2023-01

Engineering Services

March 01, 2023

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## SCOPE OF PROJECT

The Corporation of the Township of Wollaston (the “Township”) is seeking quotations for Consulting Engineering Services. The successful proponent will be named as the Engineer of Record for the Municipality. There may be additional work from time to time required with respect to projects relating to the Township. The Consulting Engineer or Engineering Services are required to assist the Township in determining the priorities, options and best strategy for the Township for matters dealing with Waste Disposal Site/Transfer Station Management, Design and Engineering including, but not limited to, site monitoring, compliance and reporting based on legislative requirements; waste diversion program and environmental permitting and approvals, site compliance assessments, optimization; well testing; site attendant training and certification; record-keeping and documentation protocols and guides; public, stakeholder, and agency liaison consultation programs.

Interested firms are invited to present to the Township an outline of the available services, fee structure and proposal for the above.

Additional services to be considered based on hourly rates:

Project Management including contract administration and management, including, but not limited to design, engineering, and specification review; project feasibility study, economic modelling, risk assessment; permits and approvals; tender document preparation; construction tendering process management and facilitation; tender review and award recommendation; contract payment certification, validation, performance reviews; construction progress monitoring, reporting and management; construction general review.

Building and Facility Planning including but not limited to, building, site facility auditing, records review and cataloguing; existing condition review and assessment, level of service assignment; consultation for desired/proposed level of service assets; capital/operating term and lifecycle cost estimating, valuation; asset strategic planning, financial impact analysis and recommendation; implementation plan development, execution; funding application preparation, supporting study preparation, project liaison.

Building design and engineering including, but not limited to, site review, investigation, and evaluation; geotechnical investigations, engineering surveying; pre-engineered metal building design; civil, structural, mechanical, plumbing, electrical and energy engineering; construction cost estimating and value optimization; project funding applications, consultation, liaison.

Infrastructure Planning – Asset Management Planning in accordance with new legislative requirements including, but not limited to, financial reporting and auditing; road and water crossing needs assessment; building condition review and assessment; equipment, vehicles, systems review; capital cost estimating, valuation, forecasting, modelling; on-going asset management, monitoring, reporting, valuation; undertaking building condition reviews, roads needs assessments, bridge and large culvert inspections.

Drainage and water resources including, but not limited to technical peer review for site development; drainage, stormwater, sedimentation and erosion; functional servicing options and capacity review; hydrological/hydrogeological assessments, environmental impact studies; aggregate resources development; site access, transportation and traffic.

Site Plan Control Review – Technical Peer Review, including, but not limited to, technical peer review for site development; drainage, stormwater, geotechnical/stability; functional servicing options and capacity review; hydrogeological assessments, environmental impact studies; aggregate resources, mineral development; site access, transportation, traffic.

**The proposal should include at least the following:**

- 1) a description of the firm, its staff, its history and its clients
- 2) an outline of the type of services provided by the firm;
- 3) an outline of past experience and projects completed for Municipalities;
- 4) the proposed fee structure to be presented in writing, including an hourly rate for various positions within the firm and rates for expenses such as mileage.

The term of the appointment will be for a period of two (2) years, commencing April 1, 2023. At the end of the term the Township may, in its sole discretion, renew the appointment for an additional two (2) years. Any increases and rates must be approved by the Township annually and shall not exceed the increase in the Consumer Price Index for Canada (all items) over the prior year.

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON**

**TITLE: ENGINEERING SERVICES**

**FORM OF PROPOSAL**

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Maximum Total cost: \$ \_\_\_\_\_

Harmonized Sales Tax: \$ \_\_\_\_\_

MAXIMUM TOTAL AMOUNT: \$ \_\_\_\_\_

Any hourly rates are to be attached as a schedule.

Submitted to: The Township of Wollaston.

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWNSHIP : \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

NAME OF SIGNING OFFICER: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

H.S.T. Registration No.: \_\_\_\_\_

ACCEPTED ON BEHALF OF THE CORPORATION OF THE TOWNSHIP OF WOLLASTON,  
THIS DAY OF \_\_\_\_\_, 2023.

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**MAYOR**

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**CLERK**

**SUBJECT MATTER**

**FORM OF PROPOSAL**

THE LOWEST OR ANY PROPOSAL OR ANY PART OF ANY PROPOSAL NOT NECESSARILY ACCEPTED.

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If my/our proposal is accepted, I/We agree to provide complete fulfillment of this request for proposal from the date of notification of acceptance by The Corporation of the Township of Wollaston.

## INFORMATION AND INSTRUCTIONS

### 1. PURPOSE:

This Request for Proposal states the instruction for submitting proposals and the procedure by which Proponent will be selected.

### 2. DEFINITIONS:

Hereinafter, each company receiving this Request for Proposals is referred to as a "Proponent" and/or "Vendor" and/or "Company", a Proponent's proposal in response to this Request for Proposals is referred to as a "Proposal" and the Township of Wollaston shall hereinafter be referred to as the "Township."

### 3. ISSUING OFFICE:

Clerk/Administrator  
Township of Wollaston  
90 Wollaston Lake Road  
Coe Hill ON  
K0L 1P0  
Telephone: (613) 337-5731  
Fax: (613) 337-5789  
Email: clerk@wollaston.ca

### 4. CLOSING DATE AND TIME:

Proposals, signed by the Proponent's authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, not later than **1:00 p.m., local time on March 31<sup>st</sup>, 2023**. The time shown on the clock in the Clerk's office, designated as the official clock, will be the definitive time when determining the time of submission of any Proposal.

The Township of Wollaston will not accept submission of any Proposals after the closing date and time.

### 5. PROPOSAL SUBMISSION:

The original copy of the Proponent's Proposal complete with specification sheets, along with two (2) additional copies and one (1) digital copy, must be submitted to the Issuing Office on or before the closing date. Faxed or electronic replies will not be accepted.

Proponents may not make modifications to their Proposals after the closing date and time except as may be allowed by the Township.



The Township may reproduce any of the Proponent's Proposals and supporting documents for internal use.

The Township will not be obligated in any way by the Proponent's Proposal. The Township will not return any of the Proponent's Proposals or supporting documents to the Proponent.

#### 6. PROPOSAL COSTS:

The Proponent has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the Township be responsible for the costs of preparation or submission of any Proposal.

#### 7. IRREVOCABLE OFFER:

Proposals submitted to the Township shall constitute a valid and irrevocable offer which is open for acceptance by the Township from and after submission until the expiration of the 90th day following the Closing Date specified in Item 4., Closing Date and Time.

The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the Township. By this RFP, the Township reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent and negotiate with all or any of the Proponents and sign an agreement with the preferred Proponent or not sign an agreement at all.

Without limiting the generality of the foregoing, the Township reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Township may, in its sole and absolute discretion, independently verify any information in any submission.

The Township reserves the right but shall not be required to debrief both the successful and unsuccessful Proponents after the announcement of the selected Proponent.

Wherever the words "will", "shall" or "must" are used in this RFP, the Township will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Township at this time. Therefore, the Township must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Township.

The lowest price or any proposal will not necessarily be accepted.

#### 8. INQUIRIES AND CHANGES:

Any inquiries regarding the Proposal should be directed to

\_\_\_\_\_  
Email: \_\_\_\_\_

It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposals, which are not understood.

Proponent must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.

Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the Township 's Clerk, who may, if necessary, send written addenda to all s.

The Township may, at any time, make and stipulate changes to this Request for Proposals.

The Township may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The Township shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

#### 9. CLARIFICATION OF PROPOSALS/VERIFICATION OF INFORMATION

The Township, without liability, cost or penalty, may, in its sole discretion at any time after Proposal submissions, seek clarification from any Proponent, either in writing or during any meetings or presentations with respect to its Proposal. Without limiting the generality of the foregoing, the Township may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during any presentation or demonstration, in which case the Proponent will promptly provide such written confirmation to the Township within the time specified by the Township. Any written information received by the Township from a Proponent in response to a request for clarification from the Township shall be considered an integral part of the Proponent's Proposal. Without prejudice to its right, the Township may request clarification if any Proponent's intent is unclear or the Proposal is unclear, or the Township may waive or request amendments where in the opinion of the Township there is an irregularity or an omission in the information submitted in the Proposal.

The Township may verify any Proponent's statement or claim by whatever means the Township deems appropriate, including contacting references other than those offered by the Proponent. The Township may reject any Proponent's statement or claim if, in the judgment of the Township, the statement or claim is unwarranted or not credible. The Proponent shall cooperate with the Township in its attempt to verify any such statement or claim.

#### 10. SELECTION PROCESS:

Because the Township bases any decision to award a contract on the Proposals submitted, Proponent should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The Township reserves the right, at its sole discretion, to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently. In no event will the Township be required to offer any modified terms to any other Proponent. The Township shall incur no liability to any other Proponent as a result of such negotiations or modifications.

#### 11. BASIS OF SELECTION:

The following may be considered in selection:

- a. The Township will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated.
- b. Any features or advantages, which are unique to the Proponent's Proposal, which the Township has not listed in the requirements.
- c. The Proponent's financial Proposal.
- d. The Proponent's relevant experience, qualifications and success in providing Work of the type described in the requirements.
- e. The quality of the Proposal, specifically: Proposals shall be prepared in a straightforward manner and shall describe the Proponent's offering(s) and capabilities in a format that is reasonably consistent, comprehensible, and appropriate for the purpose.
- f. The contractual terms proposed by the Proponent, which would govern any contractual relationships with the Township.
- g. The Proponent's references (if requested) from institutions which are comparable to the Township.

## 12. EVALUATION OF PROPOSALS

The evaluation of the Proposals will be conducted by the Township 's Project Team and shall involve an evaluation of all of the Proposals by the Proponents. These may include the relative experience, qualifications and success in providing similar work of the Proponent, the quality of the Proposal, both from a technical and financial aspect, any special contractual terms in the Proposal, the references of the Proponent and the Proponent's understanding of the RFP process and the proposed Project implementation and time frame will become a proposed work plan, technical expertise and the financial proposal, including any cost components.

The Proposal shall be evaluated and scored by reference to the assessment criteria and the weight set out below.

The Township reserves the right to review any and all requirements of the RFP and all information contained in the submitted Proposals as part of its selection criteria in addition to or as part of the weighting set out below.

In evaluating any of the categories, the score to be ascribed to the category or weighting to be ascribed to the category shall be determined by the Township Project Team in its sole discretion given that these are often subjective matters, that there is no requirement on the part of the Township to use any formulas or mathematical approach and that the Township 's opinion and assessment of each Proposal is to be determined by the Township in its sole and absolute discretion.

Following the evaluation, the Township reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous to it notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the Township is prepared to undertake and the Township reserves the right to disqualify any Proposal which scores poorly in any category, as determined by the Township in its sole discretion.

<b>Assessment Criteria</b>	<b>Weight</b>
Qualifications	40%
Expenses	30%
Fee Schedule	30%
	100%

### 13. PAST PERFORMANCE OR PAST CONDUCT

The Township reserves the right to prohibit a Proponent from participating in the Procurement process based on past performance, including litigation with the Township or other municipality, inappropriate conduct in any other prior contract or procurement process or for conflict of interest.

### 14. INDEMNIFICATION

The successful Proponent agrees to indemnify and hold harmless the Township and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Proponent under or any breach of the terms of the Agreement by the Proponent or arising from or relating to the RFP including the Proponent's own or misconduct.

The Proponent will also provide as part of the Agreement an indemnity and any waivers of claim to the Township similar to that provided by the Township to its funding entities.

### 15. RFP OVERRIDES STANDARD TERMS AND CONDITIONS

The terms of this RFP and the Agreement reached pursuant to this RFP with the Contractor supersede the contents of any and all standard terms and conditions contained in the documentation from the Proponent, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Proponent or any equipment suppliers to the Proponent.

### 16. PROPONENT'S STATEMENT OF UNDERSTANDING

It is understood that the Proponents have carefully examined the RFP and all of the proposal documents and have carefully examined the Work to be performed under the Contract if awarded. The Proponent also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

All Proponents will be responsible for reviewing all conditions with respect to Work, including subsurface conditions, access, property use, zoning, environmental conditions, and all other conditions in connection with the Work. There is no representation, express or implied, made as to the accuracy or completeness of any

information supplied by the Township or any others to any of the Proponents, including whether the information is suitable for the purposes of any Proponent and the Township expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Proponent and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Proponents.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

#### 17. PROOF OF ABILITY/PRIOR EXPERIENCE

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date. The Township shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Township or any of its member municipalities or related or affiliated organizations have had with any Proponent, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Proponents may have, or any of them, with such entities.

#### 18. TERMS OF PAYMENT

Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Township, the contract price shall be invoiced after delivery and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Township and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

The Township shall have the right to withhold from any sum otherwise payable to the Proponent such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

#### 19. DELIVERY

Time shall be material and of the essence of the contract.

The Proponent shall be responsible for completing the contract by the completion date set out in this RFP, or if not, as set out in the Agreement and agreed to as provided in the Proposal. In no event shall the contract period of time extend beyond the completion date set out in this RFP.

## 20. PATENTS AND COPYRIGHTS

The Proponent shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the Township by reason thereof.

The Proponent shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Proponent shall forthwith either secure for the Township the right to continue using the work, or shall at the Proponent's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

The Proponent shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the facilities after the completion of the Work at its sole cost and expense and as part of the Work. The Proponent warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer them or license to the Township as part of the Work, which license shall be in perpetuity, transferable and without restriction or payment.

## 21. ASSIGNMENT

The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Township.

## 22. OCCUPATIONAL HEALTH & SAFETY ACT

- a. If there is construction involved in this RFP, the successful Proponent, for purposes of the **Ontario Occupational Health and Safety Act**, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Proponent may be referred to as the 'Proponent' in this paragraph and any other provisions of this document.
- b. The Proponent acknowledges that it has read and understood the **Occupational Health and Safety Act** together with the Proponent's and the Township's Health and Safety Policies and Procedures.
  - The Proponent covenants and agrees to observe strictly and faithfully the provisions of the said **Occupational Health and Safety Act** and all regulations and rules promulgated there under together with the

Proponent's and the Township 's Health and Safety Policies and Procedures.

- The Proponent agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said **Occupational Health and Safety Act** and/or the Township 's and/or the Proponent's Health and Safety Policies and Procedures.
- The Proponent agrees to assume full responsibility for the enforcement of the said **Occupational Health and Safety Act** and the Township and the Proponent's Health and Safety Policies and Procedures and copy requirements of the Township and to ensure compliance therewith.
- The Proponent further acknowledges and agrees that any breach or breaches of the **Occupational Health and Safety Act** and/or the Township and the Proponent's Health and Safety Policies and Procedures whether by the Proponent or any of its sub-contractors may result in the Proponent and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Proponent by the Township .
- The Proponent shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township 's Policies and Procedures.
- The Proponent agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Proponent or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Proponent under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Proponent agrees that the provisions of this section will apply to the sub-contractor and the Proponent will enforce said provisions.

The Proponent 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 agents 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 Ontario **Occupational Health & Safety Act**



- a. and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- b. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Proponent shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.
- c. The Township reserves the right to cancel any contract for noncompliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

### 23. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.

Each Proponent, by submitting a Proposal, agrees that:

- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Township or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and
- b) The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Proponent is not successful in the selection process for any reason whatsoever;
- c) The Proponent acknowledges that in evaluating the Proposals, the Township and its advisors are seeking a Proposal satisfactory to the Township and under no obligation to the Proponent to do anything other than bona fide consider all Proposals.

In the event that the Township shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Proponents,

then in no event shall there be any liability to the Township , its member municipalities, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Proponent in preparing the Proposal of such Proponent and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals and opening of the Proposals.

The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security, and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the Township and incorporating the terms and conditions of this RFP and such other terms and conditions as the Township shall reasonably require.

#### 24. CONTRACT CANCELLATION

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, the Township shall pay to the Proponent the cost and expenses by the Proponent in performing that portion of the work completed up until the date of cancellation.

The Township may:

- a. If the Proponent; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b. If the Proponent; fails to comply with any request, instruction or order of the Township ; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township 's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d. If the Township terminates the contract, it is entitled to:

- i) Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
- ii) Withhold any further payments to the Proponent until its liability to the Township is ascertained;
- iii) Recover from the Proponent loss, damage and expense incurred by the Township by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the Proponent, any balance to be paid by the company to the Township).

The Township shall not be liable to the Proponent for loss of anticipated profit on the cancelled portion or portions of the work.

## 25. AVAILABILITY OF LABOUR AND ESCALATION

The Proponent shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The Proponent shall make his own assessment of escalation in costs and increased labour costs and include all these costs in his bid. All risks with respect thereto shall be the Proponents.

## 26. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment forming part of the Work, or the Work itself, any part of the equipment or Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Proponent, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Proponent shall pay all transportation costs for parts and/or equipment both ways between the Proponent's factory or repair depot and the point of use.

## 27. TAX ISSUES

The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

## 28. LOBBYING

In order to ensure fairness to all Proponents, the Township must endeavour to prevent unfair advantage created by lobbying. Therefore, the Township reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in

connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the Township and the Successful Proponent(s). The Township may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the Township, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a. Verbal or written communication with or to any Township staff other than those identified as contacts in this RFP in respect of this RFP.
- b. Verbal or written communication with or to any Township Council member in respect of this RFP.
- c. Verbal or written communication with or to the Member of Parliament, Members of Provincial Parliament or any related government ministries in respect of this RFP.
- d. Verbal or written communication with or to any staff of the Premier's Office, Cabinet Office or any other member of Cabinet or equivalent federal counterpart in respect of this RFP.
- e. Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection Committee except where authorized by such Councillor.
- f. Verbal or written communication with or to any member of the RFP Evaluation and Selection Committee other than those identified as contacts in this RFP.
- g. Direct or indirect requests by the Proponent to any person, organization, or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team or Council.
- h. Verbal or written communication with or to media organizations.
- i. Direct or indirect offers of gifts of any kind or value to any Township representative or personnel.

## 29. ENVIRONMENTAL

The Proponent shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection

with this RFP, the Agreement and the construction and delivery of the Work including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.

### 30. CONFLICT OF INTEREST

#### NO USE OR INCLUSION OF RESTRICTED PARTIES

- a) Restricted Parties are not eligible to advise any Proponent in the RFP selection process and must not participate as an employer, advisor, consultant, investor, member or any other Township whatsoever with any Proponent. The Township may, in its sole and absolute discretion, disqualify a Proponent who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.
- b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the Township, its officers and directors and Council members or any members of Council of any of the member municipalities of the Township. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.
- c) Neither The Township nor any of its employees, advisors, directors, officers and representatives are liable to any Proponent for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.
- d) Proposals may be disqualified at the sole and absolute discretion of the Township if: a) the Restricted Party is acting as an advisor or member of the Proponent's team; b) the Proponent makes contact with any person who the Proponent is prohibited by the RFP from contacting; c) they include a false or misleading statement, claim, warranty or representation.

### 31. CONTRACT PROVISIONS BY REFERENCE

The Township's acceptance of the's Proposal by issuance of a Purchase Order shall create a contract between the Township and such Proponent containing all specifications, terms and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Proponent which are not included in the

Purchase Order will not form part of the contract.

### 32. ADDENDA:

The Township may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The Township shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

- a) If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the Township's Clerk, who may, if necessary, send written addenda to all Proponents.
- b) When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Clerk will issue an addendum.
- c) A copy of each addendum shall be forwarded by fax and/or mail, by the Clerk or her designate, to all Proponents registered on the distribution list.
- d) Addendum sent by fax is accompanied by a "Verification of Receipt" document to be returned promptly by fax to the Clerk. This is for the Proponent's protection.
- e) All Proponents must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.
- f) The Township may, at any time, make and stipulate changes to this Request for Proposals.
- g) If the addendum is prepared too late to allow notification by mail prior to the closing time, in addition to faxing the addendum, each prospective Proponent shall be contacted by the Clerk or her designate, to advise of the addendum and the closing date may be extended. In all cases, when an addendum is issued, it is desirable to give prior notice of the mailing to the prospective Proponents.
- h) Any Addenda, if required, **will only be issued** to those Proponents who have pre-registered as a bid taker.

### PROPONENT'S RESPONSIBILITIES:

#### 1. INSURANCE:

The successful Proponent shall in effect and maintain for the period of the Project at their own expense with insurers acceptable to the Township all necessary insurance considered appropriate for a prudent contractor undertaking a project similar to this Project including such of the following types of insurance as the Township may elect:

- a) Commercial General Liability Insurance in the joint names of the Proponent and the Township with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of no more than Five Hundred (\$500.00) Dollars, including not less than Five Million (\$5,000,000.00) Dollars for products and completed operations coverage in the aggregate;
- b) Errors and Omissions Insurance for Professional Liability in respect of the services to be performed hereunder in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence;
- c) The policy shall provide that in the event of loss or damage, payment shall be made to the Township and the Proponent jointly or as their respective interest may appear;
- d) The Proponent will be responsible for deductible amounts under the policies; and
- e) The Proponent shall deliver all other insurance as reasonably required by the Township.

### **Certificate of Insurance**

Before beginning the project, the successful Proponent shall provide to the Township valid Certificate of Insurance, and any replacements thereof that references the project and confirms the coverage's identified in Section 6 naming the Township as additional named insurers. The successful Proponent shall provide the Township with a copy of the Policy if requested by the Township and any renewal or replacement Certificates as may be necessary.

## **2. FREEDOM OF INFORMATION:**

Release of information contained within a respondent's document will be subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Proponents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.

In conducting discussions with Proponent there shall be no disclosure of any information derived from proposals submitted by competing Proponents.

### 3. COMPLIANCE WITH LAWS:

Proponent are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and, in any way, affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Proponent shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

### **CONDITIONS GENERAL:**

#### 33. TAXES:

Harmonized Sales Tax is applicable but shall not be included in the bid amount as a separate line item.

#### 34. WITHDRAWAL PROCEDURE:

- a. Bids may only be withdrawn prior to the closing date upon providing a written request.
- b. The Proponent who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Purchasing Supervisor or his/her designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
- c. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance.
- d. Bids confirmed as withdrawn prior to closing time shall be returned unopened.
- e. The withdrawal of a bid does not disqualify a Proponent from submitting another bid on the same contract provided it is submitted prior to closing date and time.
- f. Withdrawal requests received after the Proposal closing will not be allowed.

35. The lowest or any proposal will not necessarily be accepted and the Township of Wollaston reserves the right to reject all proposals submitted or select options from various proposals or to select any proposal for reasons deemed to be in the best interests of and for the best value for the Township. The Township may in its absolute discretion, if it deems advisable, waive any requirements prescribed herein.



36. Proponents must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

1. EXAMINATION OF BID DOCUMENT INCLUDING SCOPE OF WORK:

Proponent shall carefully study all bid documents, specifications and the site of work in order to satisfy themselves by personal examination as to all conditions and site requirements affecting the work and to the detailed requirements of the work as described in the proposal documents.

2. SUB-CONTRACTING:

The successful Proponent will not, without the written consent of the Township, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

3. FACSIMILE/ELECTRONIC BIDS:

All bids must be signed and sealed originals. Faxed or electronic bids will not be accepted.

4. PROPOSAL PRICES:

- a. Bid prices must be valid for 90 days after the proposal closing date stated herein.
- b. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.
- c. The total price and payment is to be shown and made in Canadian Funds.
- d. No extra charges will be permitted unless written authorization is obtained from the Township.

5. Time shall be of the essence for any work to be done as a result of this proposal. Failure of a Proponent to perform the contract within the time specified or within a reasonable time, as determined by the Township of Wollaston, will constitute authority for the Township of Wollaston to cancel or terminate such contract and assign the work to be done to another Proponent without obligation to the Proponent under the cancelled contract. The Township shall be entitled to all remedies against the Proponent including damages for failure to complete the contract, or for default under it.

6. The Proponent warrants that the services supplied to the Township of Wollaston conform in all respects to the standards set forth by Federal and Provincial

Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

7. No Proponent is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.
8. Tenders having any erasures or corrections shall be initialed by the Proponent in ink. All tenders shall be typewritten or filled in with pen and ink and bids shall be signed in ink.
9. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Proponents, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
10. The submission of a proposal shall be deemed proof that the Proponent has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the Township of Wollaston based on the assertion by the Proponent that he/she was uninformed as to any of the requirements of the proposal.
11. In case of default from the Proponent, the Township of Wollaston reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Proponent. The Proponent agrees to indemnify and save harmless the Township of Wollaston and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.
12. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Proponent or any of his/her employees during the performance and fulfillment of this proposal. Should the Township of Wollaston receive any demand or claim arising out of the performance of this Proposal, the Proponent shall pay to the Township of Wollaston such claims. The Proponent

shall also pay to the Township of Wollaston any demand, cost, charge, damages or expenses which may be paid or incurred by the Township of Wollaston or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the Township of Wollaston or its officers, servants and agents, and any monies payable by the Proponent under the terms and conditions of this Proposal may be deducted from monies payable under this Proposal which are then remaining in the possession of the Township of Wollaston on account of this Proposal, and to any court of competent jurisdiction as monies paid on behalf of the Proponent.

### 37. 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 if a reasonable businessperson 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 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 for non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) 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.

### 38. WARRANTIES

The Proponent warrants and represents that the Services will be completed in accordance with the requirements of the Contract and the RFP will operate without error and be free from defects and material, design and workmanship and will be fit for the purpose for which it was intended.

Notwithstanding any prior use of the Services or any part thereof, the Proponent shall repair, remediate, replace, and expense any of the Services which are defective which have failed to conform to the requirements of the services as set out in the Contract, as a result of the fault of the Contractor or the negligence of the Contractor. Any software shall be free from any technology or coding which would cause harm to the confidential integrity or availability of the software, or the system in which it operates will not contain any viruses or malware or other viruses, worms, software locks, trojan horse regimes, trap doors, time bombs, or other disabling mechanism. This warranty shall survive for a period of twenty-four (24) months, following the final acceptance of the Services and deliverables by the Township. In the event notice is given to the Proponent of any breach of the warranty

within such twenty-four (24) month period, it shall be corrected and the obligation to survive past the twenty-four (24) month period.