



REQUEST FOR PROPOSALS	
Requirement	Supply and Installation of Davidson Centre Pool Diving Board and Stand
RFP#	RFP # CS-2025-03
Issued By	The Municipality of Kincardine 1475 Concession 5 Kincardine, Ontario, Canada N2Z 2X6
Issue Date	March 5, 2025
Tender Notice Platform	<a href="http://www.kincardine.ca">www.kincardine.ca</a>
Bidding System	Email: <a href="mailto:tenders@kincardine.ca">tenders@kincardine.ca</a>
RFP Documents	RFP documents may be downloaded from the Tender Notice Platform.
Pre-Bid Meeting	A pre-bid meeting will be held at Davidson Centre 601 Durham Street, Kincardine, ON, <b>1:00 PM ET on March 19, 2025</b> Optional: Bidders are strongly encouraged to attend. See Bidder's Workbook for additional details.
Bidder Inquiries	Questions and requests for changes to this RFP must be submitted through the Bidding System.
Deadline for Questions	The Municipality will respond to questions received by <b>5:00:00 PM ET on March 21, 2025.</b>
Bid Submission	Bids must be submitted via the Bidding System email.
Submission Deadline	Bids must be fully received by the Municipality's system by <b>2:00:00 PM ET on March 25, 2025.</b>
RFP Contact	Mike Di Giovanni, Manager of Parks and Facilities, <a href="mailto:mdigiovanni@kincardine.ca">mdigiovanni@kincardine.ca</a>
Contract Award	The Municipality anticipates that the contract will be awarded in April 2025
Contract Term	See Part 2 (Scope of Work)

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**PART 1: RFP PROCESS**

**1. Introduction**

The Municipality of Kincardine is a municipality with a population of approximately 12,000 located on the shores of Lake Huron in the province of Ontario, Canada. The current municipality was created in 1999 by the amalgamation of the Town of Kincardine, the Township of Kincardine, and the Township of Bruce. For more information on the municipality, visit [kincardine.ca](http://kincardine.ca).

The Municipality is seeking Bids from suppliers of goods and/or services detailed in the Scope of Work in Part 2 of this RFP.

Below is a description of the competitive bidding process that explains how Bids will be evaluated and a Contract awarded to a successful Bidder.

**2. Definitions**

In this RFP document:

“Bid” or “proposal” means a submission by supplier in response to this RFP.

“Bidder” or “proponent” means a supplier that submits a Bid.

“Bidder’s Workbook” means the document attached as Schedule 1.

“Contractor” means the Bidder that has executed a contract with the Municipality to provide the Work.

“Work” means all the goods and services to be supplied by the Contractor as specified in Part 2 - Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFP document.

**3. RFP Overview**

This RFP is comprised of the following parts:

Part 1: RFP Process	Description of the competitive bid process.
Part 2: Scope of Work	Includes: <ul style="list-style-type: none"> <li>• Contract Scope of Work</li> <li>• Insurance requirements</li> <li>• Contract security requirements (if any)</li> </ul>
Part 3: Contract Terms	Contract to be signed by successful Bidder.
Schedule 1: Bidder’s Workbook	Includes: <ul style="list-style-type: none"> <li>• Pre-bid Meeting Instructions (if any)</li> </ul>

	<ul style="list-style-type: none"> <li>• Bid evaluation criteria</li> <li>• Bid scoring method</li> <li>• Bid submission forms</li> </ul>
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**4. Non-Binding RFP Process**

This RFP process is non-binding. This means it does not create contractual obligations between the Municipality and the Bidders commonly referred to as “Contract A”. No contractual relationship will be formed until the Municipality enters into a contract with a Contractor for performance of the Work.

The Municipality is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with the Municipality. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before contract signature.

**5. Requests for Changes and Questions**

Bidders should submit request for changes and questions (“inquiries”) through the Bidding System before the Deadline for Questions.

**6. Addenda**

Responses to inquiries received by the Deadline for Questions will be provided through an addendum posted via the Tender Notice Platform. Addenda will not identify the Bidders that submitted the inquiry.

The Municipality will make reasonable efforts to respond to all Bidder inquiries. The Municipality may edit Bidder inquiries for clarity, exclude inquiries that are either unclear or inappropriate, and provide a single answer to a similar inquiry posed by multiple Bidders.

While Addenda will be posted on the Tender Notice Platform, the Municipality assumes no obligation to separately notify Bidders when Addenda are released. Bidders should ensure they have checked the Tender Notice Platform prior to Bid submission to ensure nothing has been missed.

**7. Bid Preparation**

**7.1 General Requirements**

Bidders must use the forms in the Bidder’s Workbook to prepare their Bid. To be considered, Bids must meet all mandatory requirements specified in the Bidder’s Workbook and must:

- (a) be written in English;
- (b) respond to the Municipality’s requirements; and

(c) include all requested pricing information in Canadian dollars.

## **7.2 No Counterproposals, Conflicts, Qualifiers or Assumptions**

Bidders should not make assumptions when preparing their Bid. Bidders also should not add language in their Bid that either conflicts with the Municipality's requirements, qualifies the Bid or makes the Bid conditional. The question period is intended to provide Bidders a full opportunity to clarify questions or obtain changes to the RFP prior to Bid submission. Failure to use the question period is at Bidder's risk.

If assumptions, counterproposals, conditions, or qualifications appear in a Bid, the Municipality may either (a) disqualify the Bid without prior notice to Bidder; or (b) require that the foregoing be deleted from the Bid, without any change to pricing, before the Bid can be considered further. Such provisions will not form part of any final Contract.

## **7.3 Equivalents (if applicable)**

When a component of the Work in Part 2 - Scope of Work is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Municipality will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Municipality's sole discretion. Where an equivalent product is approved, an Addendum will be posted to inform all Bidders of the approved equivalent.

To avoid unnecessary investment in Bid preparation, Bidders should request the Municipality's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline.

## **7.4 Multi-Party Bids**

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate companies or businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each team member and must clearly identify one member of the multi-party team as the "Bidder".

The single Bidder will be the primary contact for all communications with the Municipality during the Bid submission and evaluation process and, if selected, the contract finalization process. If successful, the Bidder will be the legal entity that will contract with the Municipality and will assume the full responsibility under the contract for the performance of all team members' obligations in providing the Work.

## **8. Bid Submission**

Bidders must submit their Bids through the Bidding System. Delivery by another means will result in Bid rejection.

Bidders may revise their Bid Submission prior to the Submission Deadline and may withdraw their Bid at any time before signing a Contract. Bidders are solely responsible for making sure their Bid is fully received by the Municipality's IT system prior to the Submission Deadline. Delays caused by technical issues, such as internet connectivity issues or file sizes being too large do not excuse a late Bid. Bidders should allow sufficient time to resolve any technological issues that may arise with Bid Submission.

## **9. Bid Review and Rectification**

After the Submission Deadline, all Bids received on time will be checked for completeness and for compliance with the essential and mandatory submission requirements including (a) all mandatory Bid submission forms are included; (b) the Bid was prepared using the Bid submission forms in the Bidder's Workbook with no material changes to the forms. Bids failing to meet a mandatory Bid submission requirement will be disqualified without prior notice to Bidders.

If there are administrative deficiencies, a Bidder may be sent a request to rectify the deficiency within a specified period of time. If the deficiencies aren't rectified within the specified time period, the Bid may be disqualified. "Administrative deficiencies" are errors or omissions that do not, when remedied, add to the contents of the Bid for Bid scoring purposes and may include, as examples, a missing signature or missing contact information on the Submission Form, failing to identify a single bidder as the "Bidder" on a multi-party Bid, or missing contact information on a reference form.

## **10. Bid Evaluation and Ranking**

All compliant Bids will be evaluated and ranked using the evaluation and ranking method described in the Bidder's Workbook.

During the evaluation process, the Municipality may ask a Bidder for clarification if their Bid includes information that is unclear or internally inconsistent. The Municipality will take the Bidder's response to the request for clarification into account in the evaluation, provided it does not add new information to the Bid and responds directly to the question in a clear and concise manner.

Once the Bids have been evaluated and ranked, the Municipality will proceed to the pre-contract verification stage described below.

## **11. Addressing Bid Process Irregularities**

Bid process irregularities may arise that require the Municipality to deviate from the above process or result in a cancellation of the process. The following Bid process irregularities will be handled in the manner described below.

### **11.1 Over Budget or Single Bid**

In the event the highest ranked Bid is over budget or only 1 compliant Bid is received, the Municipality may cancel the Bid process and enter into negotiations with the highest ranked or single Bidder to ensure the Municipality receives the best value for money for ratepayers. Should the Municipality be unable to reach an acceptable agreement, the Municipality may discontinue discussions and initiate a new Bid solicitation process.

### **11.2 No Compliant Bids**

If all Bids received are deemed to be non-compliant, the Bid process will normally be cancelled. After examining the cause for lack of compliant Bidders, the Bid solicitation document may be re-issued with the appropriate revisions or other action may be taken to address the cause of lack of compliant Bidders.

Where time is of the essence and it is deemed to be in the public interest to avoid delays in acquiring the goods and services, the Municipality may communicate to each Bidder who previously submitted a Bid and provide all non-compliant Bidders with the opportunity to remedy the non-compliance with a view to proceeding with the original Bid process.

### **11.3 Tied Highest Ranked Bids**

Where 2 or more Bids are tied, the Municipality will invite each Bidder to submit a best and final Financial Bid. If the Bids remain tied after this process, a coin toss will be held to determine the highest ranked Bidder.

## **12. Pre-Contract Verification**

Prior to finalizing the contract with the selected Bidder, the Municipality may verify the information provided in the selected Bidder's Bid and confirm the selected Bidder's willingness and ability to perform the contract.

The Municipality may choose not to contract with the selected Bidder if the Municipality becomes aware of information that indicates, in the Municipality's reasonable opinion, that the Bidder is incapable of delivering the Work in accordance with their Bid and requirements of the RFP, or if it would not be in the public interest to award the contract to the highest Bidder, such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

### **12.1 Verification of References, Experience and Qualifications**

The Municipality will check the selected Bidder's references using the process described in the References Form in the Bidder's Workbook.

The Municipality may also consider the selected Bidder's past performance or conduct on previous contracts with the Municipality. It may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder's Bid.

The Municipality may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

### **12.2 Verification of Pricing**

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Municipality may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Municipality.

If the selected Bidder's pricing appears to be unbalanced (i.e., pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked adjust the allocation of pricing to ensure pricing is balanced across different elements and phases of Work. The Municipality may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Municipality.

### **12.3 Verification of Workplan and Schedule**

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If Part 2 – Scope of Work includes specific delivery or completion deadlines, the Municipality may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

### **12.4 Confirmation of Assigned Personnel**

If the evaluation criteria included an evaluation of project team personnel, the Bidder will be asked to confirm the availability of named personnel to play the role described in the Bid for the project. If the Bidder is unable to confirm the availability of such personnel for the applicable



roles, and an equivalent substitute acceptable to the Municipality is not available, the Municipality may choose not to contract with the Bidder.

#### **12.5 Verification of Required Insurance and Contract Security**

In order to proceed with finalization of the contract, the selected Bidder will be required to provide proof of insurance and any contract performance security that is required under the Insurance and Contract Security Requirements in Part 2 – Scope of Work.

#### **13. Contract Finalization**

Following successful completion of the pre-contract verification process, the selected Bidder will be invited to finalize and enter into the contract based on the Contract in Part 3. The Municipality does not intend to negotiate substantive changes to the terms and conditions of the Draft Contract and may reject a Bidder that insists on making substantive changes.

The selected Bidder may withdraw from the process at any time prior to entering into the contract. If the contract is not signed within 14 days of Bidder's receipt of the contract or such other the timeframe specified in the notice to Bidder, the Municipality may revoke the selection notice and proceed to the next ranked Bidder or cancel the RFP process.

#### **14. Second-ranked Bidder Prequalification**

The second-ranked Bidder will be pre-qualified to supply the Goods and Services described in this Bid solicitation document for a period of six (6) months following the contract execution with the successful Bidder. Should the Contract with the successful Bidder be terminated in the six (6) months following the effective date of the contract, the second-ranked Bidder will be invited, but under no obligation, to enter into a contract based on the prices and other information set out in their original Bid.

#### **15. Notification and Debriefs**

After the Municipality has entered into a contract for the Work a notice of award will be released via the Tender Notice Platform. Upon request, the Municipality will provide an unsuccessful Bidder with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief by emailing the RFx Contact identified on the cover page of the Bid solicitation document within 30 calendar days of the award notice.

#### **16. Complaint Resolution**

Any Bidder that has questions or concerns about the outcome of the Bid process should first request a debrief. If, following the debrief, the Bidder wishes to challenge the Municipality's

decision in respect of the Bid process, the Bidder should submit a written complaint to the RFX Contact identified on the cover page of this RFX document within 5 business days of attending the debrief or, if the supplier is not a Bidder, within 10 business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award. The Municipality will review and respond to the Bidder's complaint within 20 business days.

A complaint must be in writing and must include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the decision being challenged and the issues to be resolved;
- (c) A clear summary of the Bidder's position and supporting documentation; and
- (d) The Bidder's requested remedy.

## **PART 2: SCOPE OF WORK**

### **INTRODUCTION**

The Municipality of Kincardine is seeking the services of experienced and qualified contractors to supply and install a new diving board and stand at the Davidson Centre Pool (601 Durham Street, Kincardine). The contractor must have experience with commercial/public pool diving board installations.

#### **A. CONTRACT TERM**

The Contract is effective as of the Contract Effective Date and shall expire upon the Municipality's approval of the final deliverable to be submitted in connection with this SOW (the "Term").

#### **B. SERVICES**

##### **1. GENERAL SCOPE OF SERVICES**

###### **1.1. General Site Requirements**

- (a) Prior site approvals on the staging location must be given prior to mobilization activities.
- (b) Contractor will ensure that all staff, work and worksite will meet all provincial, municipal, federal and industry acts, regulations, codes and standards pertaining to the work they are providing.
- (c) The work area is to be kept well maintained and safe at all times.
- (d) Construction and appropriate site signage of risk and dangers are to be posted.
- (e) All construction equipment is to be in good working order as per the manufacturer's requirements and only licenced and/or trained competent individuals are to be in control and operation of such equipment.
- (f) All equipment left on site is to be secured and de- energized when work is not occurring.
- (g) Drawings for the existing diving board are appended for the contractor's information.

###### **1.2 Equipment Removal/Disposal**

- (a) The contractor is responsible for the removal and disposal of the existing diving board and any other materials or refuse associated with the contractor's work.

###### **1.3 Installation Requirements**

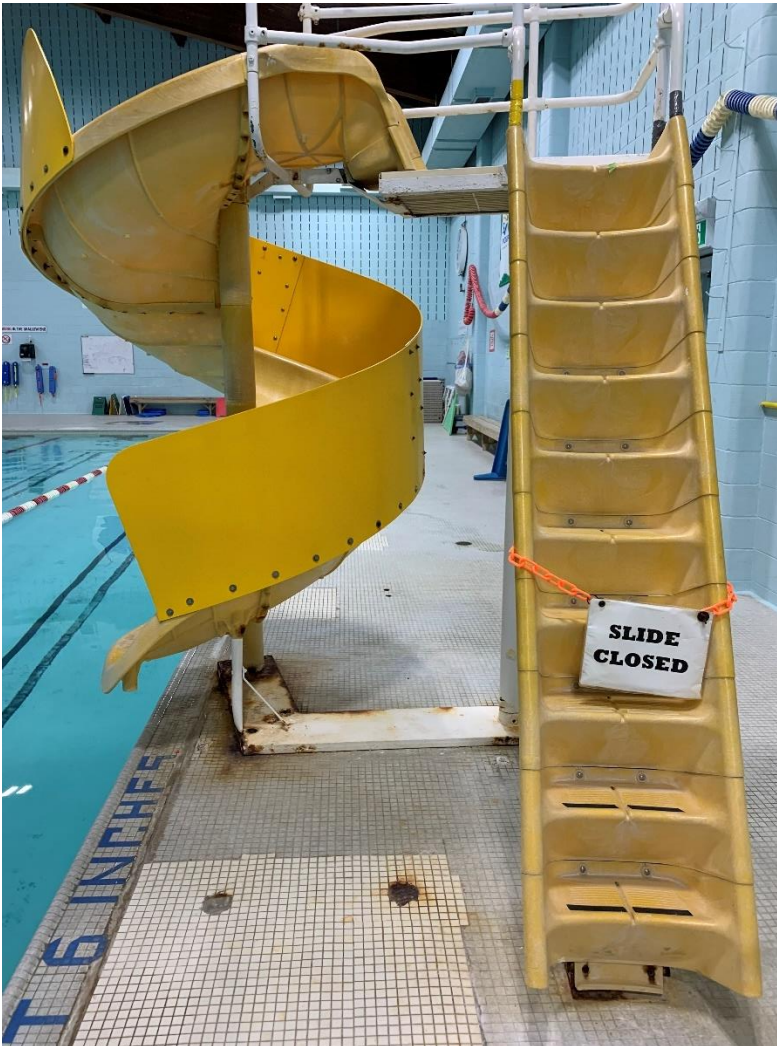
- (a) The contractor shall supply all site work required to remove the existing diving board and install the new diving board. This includes, but may not be limited to deck tile work, supply and installation of new signage etc.
- (b) The contractor is responsible for securing all permits required for this work.
- (c) The contractor shall supply and install 1 Duraflex commercial quality diving board and stand, in the current location of the existing diving board at the Davidson Centre Pool.

- (d) The contractor is responsible for ensuring that applicable codes, standards and safety regulations are met by the new diving board. For this reason, the municipality will accept proposals that include a different style/configuration of diving board when compared to the existing unit. Alternates are subject to Municipal approval.

1.7 Optional: Side Removal

- (a) The contractor shall remove the existing slide at the Davidson Centre Pool (pictures attached).
- (b) Disposal of the slide will be completed by others.
- (c) Contractor shall repair and make good the deck under the existing slide so that it would be suitable and safe for regular use in the absence of a slide. The Municipality does not intend to replace the slide.
- (e) The Municipality may choose to award this optional work, at its sole discretion. This pricing will not be evaluated as part of the RFP.

Existing Slide:



### 1.8 Project Completion

- (a) The contractor shall notify municipal staff upon completion. Final inspection to occur with municipal staff.
- (b) Final project acceptance by municipal staff to follow rectification of any deficiencies.
- (c) The project should be completed by September 15, 2025, to limit disruption to the pool schedule. Installation work on the project cannot start until August 25, 2025.
  - a. Later completion dates are subject to municipal approval.

### 1.9 Warranty

- (a) The contractor shall provide a minimum 1 year warranty on all materials and labour associated with this project.

## **2. SERVICE LEVEL AGREEMENT**

Service quality and timeliness are important to the Municipality in the conduct of the Services.

- a) Responsiveness - All communications from the Municipality must be acknowledged by Contractor personnel within 1 business day of Contractor's receipt.
- b) Timelines to be Consistently Met – All committed timelines must be consistently met. The Contractor must notify the Municipality as soon as it discovers it will not meet a committed timeline.
- c) Quality of Work – All final deliverables should be free of typographical errors and arrived signed and on time to the Municipality's representative.

Should there be a repeated failure to meet the specified service levels, the Municipality will issue a formal warning notice to Contractor describing the incidents giving rise to the warning notice. If the Contractor fails to rectify the poor service levels following receipt of the warning notice to the Municipality's satisfaction, the Municipality may exercise its rights of termination pursuant to the Contract.

## **3. END OF CONTRACT TRANSITION OBLIGATIONS**

All draft and final deliverables shall be provided and approved by the Municipality of Kincardine. The Municipality of Kincardine will assume ownership of all materials.

## **4. MUNICIPALITY CONTRACT REPRESENTATIVE**

The Municipality's representative for all matters concerning this Contract and the services shall be:

Mike Di Giovanni  
Manager, Parks and Facilities  
[mdigiovanni@kincardine.ca](mailto:mdigiovanni@kincardine.ca)

## 5. MUNICIPALITY’S POLICIES

The Contractor must comply with the following Municipality policies and procedures and will be provided upon execution of the contract.

### MUNICIPALITY’S CONTRACTOR HEALTH AND SAFETY PACKAGE

The contractor must receive, review and sign the Municipality’s contractor’s health and safety agreement (“Contractor’s Health and Safety Agreement”) as contractors must submit a completed Contractor’s Health and Safety Agreement and checklist prior to commencing the Services. The Municipality’s Contractor Health and Safety Package is available on the Municipality’s website at Kincardine.ca. Once executed the Contractor Health and Safety Acknowledgement and Checklist shall be deemed to be incorporated as a schedule to the Contract.

### INSURANCE AND CONTRACT SECURITY REQUIREMENTS

The following insurance and contract security requirements apply to and form part of the contract:

#### Insurance Requirements

Insurance	Minimum Coverage Limits	Required Yes/No
<p><b>Commercial General Liability insurance</b>, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than <i>[see next column]</i> per occurrence, an aggregate limit of not less than <i>[see next column]</i>, within any policy year with respect to completed operations, and a deductible of not more than <i>[see next column]</i>. This policy shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>(a) Name the Municipality as an additional insured</li> <li>(b) Cross-liability and severability of interest</li> <li>(c) Blanket Contractual</li> <li>(d) Products and Completed Operations</li> <li>(e) Premises and Operations Liability</li> </ul>	<p><b>\$2M</b> per occurrence <b>\$5M</b> minimum aggregate limit within a policy year <b>\$100,000</b> maximum deductible</p>	<p>YES</p>

<p>(f) Personal Injury Liability  (g) Contingent Employers Liability  (h) Owners and Contractors Protective  (i) Broad Form Property Damage  (j) Non-owned automobile liability  (k) The policy shall include 30 calendar days' notice of cancellation.</p>		
<p><b>Professional Liability or Errors and Omissions insurance</b> in the amount of not less than [see next column] providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed [see next column] per claim and if the policy has an aggregate limit, the amount of the aggregate shall be not less than double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall be in place for the Term of the Contract and shall be renewed for 2 years after termination or expiration of the Contract. A certificate of insurance evidencing renewal is to be provided each year. If the policy is to be cancelled or non-renewed for any reason, 30 calendar day notice of said cancellation or non-renewal must be provided to the Municipality.</p>	<p><b>\$1M</b> coverage  <b>\$100,000</b> maximum deductible</p>	<p>NO</p>
<p><b>Computer Security and Privacy Liability insurance</b> covering actual or alleged acts, errors or omissions committed by, or on behalf of the Contractor, its agents, employees or subcontractors. The policy shall also extend to include the wrongful acts of the Contractor, its employees or subcontractors. The policy shall expressly provide, but not be limited to, coverage for the following perils: (i) unauthorized use/access of a computer system; (ii) defense of any governmental authority action involving a breach of privacy; (iii) failure to protect confidential information (including, personal Information and commercial information) from disclosure; and (iv) notification costs, and mitigation costs including but not limited to forensics, public relations, and</p>	<p><b>\$2M</b> per occurrence  <b>\$5M</b> in the aggregate</p>	<p>NO</p>

<p>identity restoration costs. The policy(s) shall have limits of liability of at least [see next column] per occurrence or event and [see next column] in the aggregate. If the policy is to be cancelled or non-renewed for any reason, 30 calendar day notice of said cancellation or non-renewal must be provided to the Municipality.</p>		
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**Additional Insurance Clauses**

**Certificate of Insurance.** The Contractor shall provide a Certificate of Insurance evidencing the required coverage before the commencement of Work and shall be required to ensure the coverage is maintained throughout the Term of the Contract. Any claims-made policy needs to be maintained for at least 24 months following termination or expiration of the Agreement.

**Additional Insured.** At Contractor’s sole expense, the Municipality, its affiliates and each of their respective officers, councillors, directors, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability/errors and omissions.

**Primary Coverage.** The Contractor’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality.

**Notice of Cancellation or Changes.** Except as otherwise approved by the Municipality, the policies shall be endorsed to provide the Municipality with not less than 30 calendar days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

**Insurance Not to Affect Other Contract Obligations.** Insurance procured by Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Municipality as provided in the Contract.



**Existing Diving Board Specs**

**PART 3: CONTRACT****CONTRACT FOR GOODS AND/OR SERVICES**

<b>Effective Date</b>	
<b>Municipality</b>	Corporation of the Municipality of Kincardine, an Ontario municipality having offices at 1475 Concession 5, Kincardine, Ontario N2Z 2X6
<b>Contractor</b>	
<b>RFx Title/Number</b>	Connaught Park Lighting CS-2024-10

**CONTRACT REPRESENTATIVES**

<b>For Municipality:</b>		<b>For Contractor:</b>	
Name	Michel Di Giovanni	Name	
Title	Manager, Parks and Facilities	Title	
Phone	519-396-3491 ext.7315	Phone	
Email	mdigiovanni@kincardine.ca	Email	
Address for Notices	1475 Concession 5, RR #5 Kincardine ON N2Z 2X6	Address for Notices	

1. **Contract Documents.** The contract between the Municipality and Contractor for the supply of goods and/or services is comprised of the following documents (collectively, the “**Contract**”):
  - a) This document;
  - b) Attachment A - Scope of Work;
  - c) Attachment B – Fee Schedule;
  - d) The Contractor’s proposal (the “**Bid**”).

Where a document listed above is not physically attached to the Contract, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list. If the Bid is the result of a competitive solicitation process, any assumptions, conditions, restrictions, or qualifications in the Bid are of no force or effect.

2. **General.** Contractor shall supply the goods (the “**Goods**”), to the extent Goods are requested in the Scope of Work, and perform the services and deliver the deliverables outlined in the Scope of Work (together, the services and the deliverables are the “**Services**”) at the prices stipulated in, and in accordance with, the terms of the Contract. For certainty, if Goods are not being purchased, the provisions in the Contract applicable to Goods do not apply. Together the Goods and Services are the “**Work**”.

- (d) **Contract Term.** This Contract is effective as of the Effective Date and shall expire upon the Municipality’s approval of the final deliverable to be submitted in connection with the Work (the “**Term**”).

3. **Personnel.** Contractor must only use qualified personnel to perform the Work. The Municipality may at any time order the removal of any personnel on reasonable grounds including, without limitation, for acts of negligence or misconduct, lack of qualifications, or a violation of the Municipality's applicable workplace policies. If such an order is made, Consultant shall immediately remove the person from the Work and shall secure an equivalent replacement to be approved in writing by the Municipality. When requesting approval for a replacement, Contractor must demonstrate the equivalency of the replacement. The approval request must be sent at least 7 calendar days prior to the change in personnel. The Contractor shall bear the cost of training and orienting a replacement personnel to the level of the replaced personnel.
4. **Delivery Dates.** Contractor shall perform the Work and provide Goods and other deliverables in accordance with the schedule set out in the Scope of Work, as may be modified with the Municipality's prior written approval ("**Work Schedule**"). Contractor must notify the Municipality as soon as it becomes aware that it cannot meet the Work Schedule and propose a revision to the Work Schedule. If accepted by the Municipality in writing, the proposed revision shall become the new Work Schedule. If the revised Work Schedule is not acceptable the Municipality, in addition to other rights and remedies it has under the Contract, the Municipality may terminate the affected Work without penalty or payment of cancellation fees.
5. **Shipping.** Where Goods are being supplied, and unless otherwise specified herein, Contractor shall ship the Goods Delivery Duty Paid (DDP-Incoterms, 2018) (equivalent to FOB Destination), to the place of destination specified by the Municipality in the Contract, using the most direct and economical means. A packing slip must accompany each shipment indicating the Municipality-issued purchase order number. Title to the Goods will pass to the Municipality upon acceptance by the Municipality as set out in the Contract.
6. **Inspection and acceptance.** The Municipality shall have 14 calendar days following receipt to inspect and accept the Work failing which acceptance is deemed. Where the Municipality rejects the Work, the Municipality may exercise any one or combination of the following, at its option, without liability and at the Contractor's expense: (a) require the Contractor to promptly reperform or replace the rejected Services or to issue a refund; (b) return Goods for a refund, credit, repair, or replacement; and (c) terminate the Contract in whole or in part. No title shall transfer, or payment be owed for the Work unless and until the Municipality has finally accepted the Good or Service or the period for inspection and acceptance has passed.
7. **Prices and Price Increases.** The Prices are exclusive of Canadian GST/HST and PST and inclusive of any other taxes, duties, fees, including brokerage fees and levies that may be imposed on Contractor. Hourly rates and other pricing shall remain fixed for the Term, and the total price for the Work, if any, indicated in Attachment B is the maximum amount payable by the Municipality under this Contract. Any maintenance services, unique parts and consumable items required in connection with Goods and not listed in the Contract must be offered by Contractor at a price that is not higher than Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase for the term of the Contract. Where no pricing is specified for an extension term, the increase in price must not exceed the Canadian Consumer Price Index as published in the month prior to the notice. Travel and incidental expenses will only be reimbursed if expressly set out in Attachment B and agreed to in writing by the Municipality prior to such expense being incurred.

8. **Timely Invoicing and Payment.** Unless otherwise expressly stated in Attachment B, Contractor must submit invoices for accepted Work on a monthly basis for Work delivered in the previous month based on the pricing set out in Attachment B. All Work must be invoiced within 90 calendar days after expiry of the acceptance period in this Contract or expiration or termination of the Contract, whichever is earlier. Undisputed invoices issued within the foregoing time frame will be paid within 30 calendar days of receipt of a proper invoice. Invoices must be submitted to the attention of Accounts Payable at the address set out above or by email at [AccountsPayable@kincardine.ca](mailto:AccountsPayable@kincardine.ca) and must reference the Municipality's purchase order number and describe the Work provided and dates provided. For Services billed on time and materials basis, charges for time worked each day in the period must be shown along with the name of personnel performing the Services and for each line item the dollar amount (if applicable). Sales taxes payable by the Municipality must be shown as separate items, and the Contractor's HST or other tax registration number. Unless otherwise agreed, Contractor must complete the Municipality's forms to enable payment by electronic funds transfer. The Municipality may set-off against any amount due to Contractor, such sums owed by Contractor to the Municipality. The Municipality will not pay for any Work delivered in excess of that required by the Contract unless the Municipality has expressly agreed to purchase such additional work in writing in advance.
9. **Taxes.** Where any amounts due are subject to any Canadian legislated deduction, withholding or similar tax, the Municipality will deduct or withhold the necessary amount unless Contractor provides acceptable documentation clearly confirming such withholding is not required. The Municipality will not pay GST/HST or PST unless such taxes have been so identified on the invoices submitted to the Municipality by Contractor. Contractor's invoices will not be returned or adjusted by the Municipality to correct errors or omissions in Contractor's tax calculations or tax assumptions.
10. **Warranty.** Contractor represents and warrants that the Services (a) will be performed in a diligent and professional manner and be of a quality at least equal to that generally accepted in the industry or profession for similar work and (b) will not infringe any intellectual property rights. The Contractor shall reperform any Services that do not comply with this warranty. Contractor represents and warrants that the Goods will be new and of current production and that, following the Municipality's acceptance, that Goods will be free from defects in design, material and workmanship; and where applicable, will conform to and perform in accordance with written specifications, drawings and samples accepted by the Municipality or included in the Contract. Work failing to comply with applicable warranties within 12 months of acceptance or such longer term as may be specified in the Contract will be, at the Municipality's option and at no charge to the Municipality: (i) returned for a full refund or credit of amounts paid by the Municipality for the defective Goods, (ii) repaired, replaced, or re-performed by Contractor all at no cost or expense to the Municipality and with any shipping and transportation costs and risk of loss and damage in transit borne by Contractor. Repaired and replaced Goods or re-performed Services shall be warranted as set forth in this Section. Unless otherwise specified on the face of the Contract, if an additional warranty-related obligation (e.g., manufacturer's warranty) sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this Section, Contractor shall comply with the longest time period and highest standard. The above remedies are in addition to any other remedies available to the Municipality at law. The Contractor shall assign to the Municipality all manufacturer's warranties for Goods not manufactured by or for the Contractor and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Municipality.

11. **Change Orders.** The Municipality or the Contractor may, at any time, propose a change to the Work or Work Schedule, by way of a written change order request to the other party. The change shall only come into effect if the change order request is accepted in writing by both parties. Any change to Price shall be in accordance with the rates stipulated in Attachment B or, where such rates are not listed, then at prices mutually agreed to in writing.
12. **Working on Municipality Property; Clean-up; Storage of Contractor Materials.** Contractor shall comply with all Municipality policies applicable to parties working on Municipality property or otherwise performing Work on behalf of the Municipality (including without limitation Covid vaccination policies). The Contractor shall be responsible for any damage to Municipality property or equipment caused by its personnel, including subcontractor personnel; and shall be responsible for cleanup of Contractor's worksite and the proper disposal of materials, including without limitation packaging or waste. Contractor shall in all cases obtain a pre-approval in writing from the Municipality prior to storing any Contractor materials, including equipment or tools, on Municipality property. Storage of Contractor material on Municipality property is at the Contractor's sole and exclusive risk and the Municipality is not responsible for any damage to, or loss of, Contractor's material while stored on Municipality property. Contractor shall remove and dispose of any Contractor materials within 5 calendar days of a request from the Municipality, failing which the Municipality may arrange for the removal of such materials.
13. **Conflict of Interest.** Contractor represents and warrants that, to the best of its knowledge, neither it or any of its personnel are aware of any facts that give rise to an apparent, potential or actual conflict of interest that may cast doubt on the Contractor's impartial and unbiased performance of the Work (a "Conflict of Interest"). Should Contractor become aware of any such facts during the Term, Contractor is required to promptly disclose the Conflict of Interest to the Municipality. Contractor accepts that a failure to promptly disclose a Conflict of Interest or to take steps, as required by the Municipality, to manage a Conflict of Interest, may constitute a material default of Contractor's obligations under this Contract.
14. **Termination.**
  - 14.1. **For Default.** A non-defaulting party may immediately terminate this Contract if: a) the defaulting party has been provided with written notice of a breach of contract and has failed to cure the breach to the non-defaulting party's satisfaction within 10 calendar days; b) the other party is adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency, or if a receiver or trustee in bankruptcy is appointed.
  - 14.2. **For Convenience.** The Municipality may at any time and for any reason terminate the Contract, in whole or in part, without any liability for such termination except as expressly stated in this Contract. If the Municipality terminates the Contract pursuant to this subsection, the Contractor shall make reasonable efforts to mitigate all costs associated with such termination. The Municipality shall pay for the Work properly performed up to the date of termination and reimburse reasonable and verifiable non-cancellable materials costs and other reasonable direct costs, if any, incurred as a result of the termination for convenience.
  - 14.3. **Suspension.** The Municipality may at any time suspend the Work, in whole or in part, by written notice to the Contractor without liability to the Contractor except as set out in this subsection. The Contractor shall promptly resume the Work only upon written notice from the Municipality. If the

suspension period exceeds 30 consecutive days, not due to any act or default of the Contractor, the Contractor may elect to declare the Contract terminated by issuing a notice to terminate the Contract to the Municipality. In the event of a termination pursuant to this subsection, the Contractor shall be paid as if the Contract was terminated for convenience by the Municipality.

- 14.4. **Obligations Following Termination.** Upon termination, if requested by the Municipality and if the applicable Work has been paid for, the Contractor shall promptly provide to the Municipality all work in progress relating to such Work together with any other documentation or information necessary for the Municipality to complete or have the Work completed. If work in progress is delivered to the Municipality, it is delivered on an “as is” basis, and without any warranties from the Contractor.
- 14.5. **Maximum Payment to Contractor.** The Municipality shall not be liable to the Contractor for costs or damages arising from suspension or termination of the Contract except as explicitly set out in this section. The total aggregate payments to Contractor under this Contract, including any other payment already made for Work, shall not exceed the maximum fees to be paid for Work for the then current Term.
15. **Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary or indirect costs from any cause whatsoever, even if advised of the possibility of such costs or damages. A party’s indemnification obligations as set out in this Contract are excluded from this limit on liability.
16. **Indemnity.** Contractor shall indemnify and hold harmless Municipality, its employees, the mayor, councilors, officers and agents (collectively “Municipality Personnel”) from and against any claims, demands, regulatory inquiries and related damages, losses, costs and expenses, including legal fees (collectively, “Claims and Costs”) arising from: (i) negligent acts or omissions; (ii) infringement or alleged infringement of third-party intellectual property rights; (iii) personal injury (including bodily injury or death) or damage to property; (iv) breach of confidentiality or privacy provisions of the Contract; or (v) breach of applicable laws as each is attributable to the acts or omissions of Contractor, its officers employees, directors, officers, subcontractors, suppliers and other representatives. Contractor shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of Municipality Personnel.
17. **Intellectual Property.** In exchange for the consideration provided to Contractor, the Municipality is assigned all intellectual property rights in the delivered Work, including without limitation documents, software, artistic works or other materials or information delivered pursuant to this Contract except to the extent the deliverables include proprietary items and materials that existed prior to the Effective Date (such pre-existing works are the “**Pre-Existing Materials**”). The Municipality is hereby granted a perpetual, paid-up, royalty free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Municipality to make use of the Work for the Municipality’s internal purposes and for any additional purpose as may be expressly contemplated by this Contract. Contractor agrees to execute any assignment, conveyance, or any other assurance necessary to give effect to this Section.
18. **Confidentiality.** A party’s (the “discloser”) information that any person would reasonably consider to confidential that is provided to the other party (the “recipient”) will be treated as confidential and only used for the Work except for (a) information that is in the public domain; (b) was already in the

possession of recipient at time of disclosure free of any obligations of confidentiality; (c) is lawfully disclosed to recipient by a third party without any obligation of confidentiality; (d) was developed by recipient without reference to the discloser's confidential information. All information distributed and collected with respect to the Contract, including this Contract, is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO and may need to be disclosed at law. In the event a request is made to release discloser's confidential information to a third party, the recipient shall notify the discloser so that the discloser may take measures to protect its confidential information from disclosure. Notwithstanding any term to the contrary, the Municipality will comply with any legal disclosure requirements under applicable laws.

19. **Municipality Property, Publicity and Privacy.** All Municipality property supplied to Contractor to perform the Contract: i) will be used solely for the purpose of carrying out the Work and for no other purpose; ii) will remain the property of the Municipality; and iii) will be promptly returned or destroyed at the Municipality's request at the expense of Contractor. Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Municipality, for the protection of such property. Contractor shall not use the Municipality's name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Municipality. Contractor agrees that, unless otherwise agreed in writing by the Municipality, all sensitive personal and information identified as security sensitive information disclosed by the Municipality, or managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada unless otherwise approved in writing by the Municipality.
20. **Contractor Records and Audits.** Contractor shall keep all books and records pertaining to the Work including costs, for a period of 7 years following the expiration or termination of the Contract. The Municipality, or its authorized representative, shall have the right to inspect, review and/or audit such books and records upon 5 calendar days' notice to the Contractor, at no cost to the Municipality. Where such audit or inspection discloses an overpayment by the Municipality, the Contractor shall be responsible for repaying such overpayment forthwith.
21. **Subcontracting.** Unless otherwise prohibited in the Scope of Work, Contractor may subcontract portions of the work pursuant to this Contract provided that Contractor shall be liable for its subcontractors' compliance with the Contract.
22. **Notices.** Each party shall deliver notices under this Contract in writing and addressed to the other party to the contacts at the addresses set forth on the first page of this Contract (or to such other person and address that may be designated by the receiving party from time to time in accordance with this section). Each party shall deliver notices by personal delivery, regular mail, nationally recognized overnight courier (with all fees prepaid) or email. Notices shall be deemed received on the date of delivery by hand; 7 calendar days following posting in regular mail; upon confirmed delivery by the courier service; and, if by email, when the recipient party confirms by whatever means that it has received the notice. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this section.
23. **Governing Law and Competent Court.** The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard

to conflicts of laws principles. The parties attorn to the exclusive jurisdiction of Ontario courts in all matters arising under this Contract.

24. **Miscellaneous.** Contractor is contracted as an independent contractor and not as agent, joint venturer or employee of the Municipality. Contractor shall at all times comply with applicable laws at Contractor’s sole expense. Nothing in this Contract grants Contractor the right to exclusively provide the Work and the Municipality may contract with others for the same or similar work. Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing the Contract. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The Municipality may assign its rights and obligations under the Contract without requiring any notice to or consent from Contractor. Contractor may not assign or transfer any right or obligations hereunder without the prior written consent of the Municipality, which consent shall not be unreasonably withheld. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the Contractor in accordance with this Contract. The warranty, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive. This Agreement may be executed by electronic signature, or signed by hand and scanned, and delivered in any number of counterparts which, together, shall constitute one and the same instrument. Once signed, a copy or electronic version of the document will have the same force and effect as the original document. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.

**IN WITNESS WHEREOF**, this Contract has been executed by the undersigned authorized representatives of each party.

**The Corporation of the Municipality of [Contractor Legal Name]  
Kincardine**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECOND SIGNATURE:**

**The Corporation of the Municipality of Kincardine**



Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **BIDDER'S WORKBOOK**

## **BIDDER'S WORKBOOK**

### **Introduction**

The Bidder's Workbook explains how Bids will be evaluated and ranked, provides pre-bid meeting instructions (if any), and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder's Workbook when preparing their Bid.

**Bid Evaluation and Ranking Method**

Ranking will be based on the highest scoring Bid that achieves the minimum required score for each component of the evaluation:

<b>Component</b>	<b>Evaluation Method</b>	<b>Minimum Required Score</b>
Mandatory Requirements	Pass/Fail	Pass
Technical Bid	Scored out of 100 points	70 out of 100 (70%)
Financial Bid	Scored out of 50 points	
<b>Total Score</b>	<b>Scored out of 150</b>	

Bids will be evaluated and ranked in accordance with the following steps:

**Mandatory Requirements**

Bids will be reviewed to ensure they meet mandatory requirements. Bidders must confirm compliance with the mandatory requirements set out in the Mandatory Requirements Form and submit any information required to demonstrate compliance. If a Bidder confirms compliance with a mandatory requirement and the response is found to be inaccurate or misleading, the Bid may be disqualified. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further.

**Technical Bid Evaluation**

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Form.

Only Bidders achieving the minimum required score of 70% on the Technical Bid Evaluation will proceed to the Financial Bid Evaluation. Bidders not achieving the minimum required score will be disqualified.

If no Bidders achieve the minimum required score, the Municipality may elect to proceed to the Financial Bid Evaluation with the highest scoring Bid or may elect to cancel the RFP process.

**Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price will be used to calculate each Bidder’s Financial Bid score.

Financial Bids will be scored based on a relative pricing formula using the Total Bid Price. Each Bidder’s score out of the maximum available 50 points will be calculated in accordance with the following formula:  $\text{Financial Bid Score} = \text{lowest Total Bid Price} \div \text{Bidder’s Total Bid Price} \times 50$

**Ranking**

Following the evaluation of Financial Bids, the Bidders will be ranked from highest Total Score to lowest Total Score.

Total scores will be calculated as follows:  $\text{Total Score} = \text{Technical Bid Score} + \text{Financial Bid Score}$

In the event of a tie in highest Total Scores, the top-ranked Bidder will be the Bidder with the highest Financial Bid Score (i.e. the lowest Total Bid Price)

**Pre-Bid Meeting Instructions**

Pre-Bid Meeting Contact	Michel Di Giovanni, Manager of Parks and Facilities, mdigiovanni@kincardine.ca
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In-Person meeting	<input checked="" type="checkbox"/>
Virtual meeting	<input type="checkbox"/>

**Instructions**

1. Registration. Bidders must confirm their intent to participate in the Pre-Bid Meeting with the Municipality by emailing the Pre-Bid Contact named in the above table.

**In Person Meeting**

1. Maximum 2 persons per Bidder.
2. Parties are strongly advised to arrive 15 minutes early to complete registration process.
3. Safety shoes required.
4. COVID Requirements: Guidelines will be provided to Bidders at time of registration.

**Bid Submission Forms**

The following Bid Submission Forms must be used in the preparation of Bidder's Bid package:

<b>FORM</b>	<b>REQUIRED?</b>
Mandatory Requirements Form	NO
Technical Bid Form	YES
Financial Bid Form	YES
Reference Form	YES
Submission Form	YES

**Technical Bid Form**

**Instructions to Bidders**

Bidders must complete the table(s) below and submit this completed form as their Technical Bid.

**\*\* Cautionary Note for Existing and Prior Contractors \*\***

If the Bidder has previously contracted with the Municipality, the Bidder must not assume that its Bid will be evaluated based on the Municipality's existing knowledge of the Bidder's products, services, experience, or qualifications. Each Bid will be evaluated based on the actual Bid contents.

\*\*\*

**Rating Scale**

For Bidder's information, this is the scale that will be used by the Municipality to rate responses.

<b>Rating Scale Used to Score Responses</b>		
<b>Rating (% of available points)</b>	<b>Bidder Response</b>	<b>Description</b>
0%	No Response	Response was not provided
20%	Very Poor Response	Response provided but information is very limited or not relevant to the evaluation criteria.
40%	Poor Response	Response does not satisfy the evaluation criteria or align with stated preferences or expectations and/or details provided are unclear.
60%	Satisfactory Response	Response generally satisfies the evaluation criteria but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations.
80%	Good Response	Response satisfies the evaluation criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations
100%	Excellent Response	Response is detailed and comprehensive, clearly and completely satisfies the evaluation criteria, and meets or exceeds any stated preferences and expectations.



Overview of Technical Bid Evaluation Criteria	Weighting (Out Of 100 Points)
1. COMPANY BACKGROUND AND CAPACITY	40
2. CONSTRUCTION PLAN	30
3. PRODUCT SUITABILITY	30
Maximum Points Available for Technical Bid	<b>100</b>

**Requested Bidder Information & Evaluation Criteria**

1. COMPANY BACKGROUND AND CAPACITY	Maximum Points: 40
<p><b>Requested Information:</b></p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> <li>(a) A description of the Bidder's firm, office locations, how many years the firm has been in business, number of employees and range of services currently offered.</li> <li>(b) A description of service departments and disciplines.</li> <li>(c) Provide, with supporting information and project dates, the total aggregate number of years the Bidder has been providing similar services.</li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder's response will be assessed based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• The suitability of the breadth and scope of the services generally available from the firm.</li> <li>• The number of years and amount of experience of the firm providing services of a similar size and scope.</li> </ul>	
<p><b>Bidders Response:</b></p> <p><i>&lt;Insert Bidder's Response&gt;</i></p> <p><i>(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should be</i></p>	

*clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]".)*

<b>2. CONSTRUCTION PLAN</b>	<b>Maximum Points: 30</b>
<p><b>Requested Information:</b></p> <p>For the area(s) of specialty listed in the Scope of Work:</p> <ul style="list-style-type: none"> <li>(a) Provide a detailed plan for construction.</li> <li>(b) Provide details for the construction contact person or site supervisor.</li> <li>(c) Provide material supply timelines – note if delays in supply are expected.</li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder's response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• Construction plan is detailed, complete and provides a realistic project timeline that meets completion expectations.</li> <li>• Construction plan provides site/project contact person.</li> </ul>	
<p><b>Bidders Response:</b></p> <p><i>&lt;Insert Bidder's Response&gt;</i></p> <p><i>(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should be clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]".)</i></p>	

<p><b>3. PRODUCT SUITABILITY</b></p>	<p><b>Maximum Points: 30</b></p>
<p><b>Requested Information:</b></p> <ul style="list-style-type: none"> <li>(a) Describe the suitability of the proposed diving board for the application at the Davidson Centre Pool.</li> <li>(b) Explain how the proposed product meets all regulatory and safety/health regulations for use at the Davidson Centre Pool.</li> <li>(c) Provide the diving board specifications.</li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder's response will be assessed based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• Proposed diving board is suitable for the pool and meets all regulations.</li> <li>• The bidder provided the specifications of the diving board including make/model, drawings and pictures.</li> </ul>	
<p><b>Bidders Response:</b></p> <p><i>&lt;Insert Bidder's Response&gt;</i></p> <p><i>(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should be clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]".)</i></p>	

**Financial Bid Form**

**Instructions to Bidders**

Bidders must complete the table(s) below and submit this completed form as their Financial Bid. The completed form should be submitted as a single .pdf file and **submitted as a standalone form**, separate from the Technical Bid and other forms.

Bidders should capture the entire cost of supply and installation, as well as disposal of the existing fixtures in each project phase costing. This should include any inspection costs.

**Davidson Centre Pool (601 Durham Street)**

PROJECT PHASE	MAXIMUM PRICE (CAD)
Total price Diving board installation and supply (including demolition and removal of existing).	\$
BID PRICE SUBTOTAL	\$

TOTAL ALL-INCLUSIVE BID PRICE	\$
<i>Prices are exclusive of sales taxes, but <u>inclusive</u> of travel and lodging costs</i>	
<b>ADDITIONAL INFORMATION TO BE PROVIDED:</b> Bidders are required to provide the underlying breakdown of staff levels, and staff time per level, that forms the above maximum price for each phase for the Municipality's reference purposes. If this is not provided with the Financial Bid, it will be required from the Preferred Bidder as a condition of entering into the Contract and may be used for reference purposes.	

**Optional (not evaluated):**

PROJECT PHASE	MAXIMUM PRICE (CAD)
Removal of existing slide at the Davidson Centre Pool & Deck Repair (Disposal to be completed by others)	\$
BID PRICE SUBTOTAL	\$

**Note to Bidders**

- Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.
- If there are discrepancies between unit prices and the totals, the unit prices will be considered the basis of the Total Bid Price and the Total Bid Price will be recalculated for purposes of the evaluation.

**REFERENCE RATES (NOT EVALUATED) – for additional purchases, if any**

Position Category	Name of Team Member (if applicable)	Hourly Rate

Item	Total Price (CAD)

**Payment Terms and Conditions**

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. The above prices shall be fixed for the duration of the initial term of the Contract and except as expressly stated in the RFX document, the prices are all-inclusive rates including all labour, materials, photocopies, telephone charges, overhead, profit, taxes and all other costs associated with providing all the Work, materials, and carrying out the activities outlined in the Scope of Work and the Contract.
3. Unless otherwise expressly stated in the RFX document, prices are inclusive of travel and living expenses. Payment for exceptional additional travel and living expenses shall be processed as a change order and shall be in accordance with the Municipality's travel expense policy and subject to pre-approval, in writing, from the Municipality.

**Invoicing**

1. Lump Sum Pricing. Invoices for Work priced based on the achievement of milestones, phases or deliverables (each a "deliverable") may only be issued upon the Municipality's acceptance of the deliverable.
  
2. Time and Materials Pricing. Invoices for Goods and Services based on unit pricing shall be based on the unit prices specified in the Contract based on (a) Goods accepted and (b) actual time providing Services, as applicable. Unless otherwise expressly set out in writing in the Contract, the total amounts invoiced may not exceed the Total Bid Price specified in the tables.

**Reference Form**

Three relevant references must be provided. The highest ranked Bidder’s references will be contacted and asked to verify the information on the form and to answer the following two questions:

- (a) Overall, did the Bidder generally meet the organization’s expectations and requirements?
- (b) Would you work with this Bidder again in this capacity?

To “pass” the reference check, the Bidder’s references must confirm the accuracy of the information provided by the Bidder in the Reference Form and provide a positive response to questions above.

If a reference cannot be reached within a reasonable time or is unable or unwilling to provide a reference for any reason, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference can not be reached within a reasonable period of time or is also unwilling or unable to provide a reference, the selected Bidder will fail the reference check.

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	

Description of Project (project size, completion date, role of Bidder):	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Location:	



**Submission Form**

**1. Bidder Information**

The full legal name of the Bidder:	
The jurisdiction under which the Bidder was incorporated or otherwise established:	
Bidder Address:	
Bidder Contact Person (name, title):	
Telephone:	
Email:	

**2. Confirmation of Submission Forms**

<b>FORM</b>	<b>CONFIRM INCLUDED</b>
Mandatory Requirements Form (only if applicable)	<input type="checkbox"/>
Technical Bid Form	<input type="checkbox"/>
References Form	<input type="checkbox"/>
<b>PACKAGED SEPARATELY:</b>	
Financial Bid Form (.pdf)	<input type="checkbox"/>

Important Notes

- Bids must be formatted using the Bidder's Workbook forms and should be submitted as .pdf documents. While the .pdf documents may be either grouped together or submitted separately, the Financial Bid should always be submitted as a standalone .pdf form.
- If an external document is referenced in any Bidder responses, it is preferred that the document be submitted as a separate .pdf document.

**3. No Public Statements or Lobbying**

The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Contract, without the express prior written consent of the Municipality.

The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid.

A failure to respect the above restrictions may lead to disqualification of the Bidder from the process.

**4. Certification: No Collusion or Bid Rigging**

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

**5. Certification: No Conflict of Interest or Unfair Advantage**

The Municipality will reject a Bid if the Municipality determines there is an apparent, potential or actual conflict of interest or unfair advantage that, in the Municipality's opinion, compromises the integrity of the competitive process or is incompatible with the Bidder's impartial and unbiased performance of the Work, whether or not captured by the questions in this form. The Municipality's determination on this issue will be final. If there is any doubt, the Bidder is expected to ask the Municipality for an opinion on whether a circumstance constitutes a disqualifying unfair advantage or conflict. A failure to do so is at the Bidder's sole and exclusive risk.

The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

The Bidder has access to confidential information of the Municipality that is relevant to this RFP process and is not available to other Bidders.	<input type="checkbox"/> yes <input type="checkbox"/> no
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<p>The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFX documents or (b) received advice from someone involved in the development of any aspect of the RFX document.</p>	<p><input type="checkbox"/> yes <input type="checkbox"/> no</p>
<p>The Bidder (including any employee or proposed team member) has previous or current business or personal relationships with any of the Municipality's elected officials, employees or representatives that could create an appearance of bias or advantage in the Bid process or is incompatible with the impartial and unbiased performance of the Work.</p>	<p><input type="checkbox"/> yes <input type="checkbox"/> no</p>
<p>The Bidder (including any employee or proposed team member) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased performance of the Work.</p>	<p><input type="checkbox"/> yes <input type="checkbox"/> no</p>
<p><b>If the answer to any of the above questions is "yes", please set out the details below:</b></p>	
<p><i>&lt;Insert details of potential conflict or unfair advantage in this form. Any potential conflict / unfair advantage should be disclosed as soon as possible to avoid an unnecessary expenditure of time preparing a Bid.&gt;</i></p>	

**6. Acknowledgement: Confidential Information and MFIPPA**

The Municipality will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Municipality accepts no liability if such information is disclosed.

The Bidder acknowledges that its name and total contract value will be publicly disclosed and that the Bid and any related information may be:

- (a) disclosed to the Municipality's staff, advisors and consultants for the purposes of conducting the RFP process;
- (b) disclosed to the Municipality's elected officials for the purposes of oversight and decision-making; and
- (c) subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

**7. Acknowledgement: Non-Binding RFP Process**

The Bidder acknowledges and agrees that:

- (a) The RFP process is non-binding and does not create contractual obligations between the Municipality and the Bidder. There is no intention to enter into what is commonly referred to as "Contract A", and no contractual relationship will be formed until the Municipality enters into contract with a Contractor for performance of the Work.
- (b) The Municipality is not obligated to award a contract to the highest ranked Bidder or any Bidder. The Municipality may accept or reject any Bid and may award a contract to any Bidder for all or part of the Work.
- (c) The Municipality may cancel the RFP at any time prior to execution of a contract for the Work and following cancellation, may re-advertise for new bids or negotiate a contract for the same or similar Work.
- (d) The Bidder is not obligated to enter into a contract with the Municipality and the Bidder may choose to withdraw its Bid at any time during the process.
- (e) The Bidder does not have any right to compensation in connection with the RFP process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity, and the Municipality will not be liable for any claim arising out of this RFP process.

**ON BEHALF OF BIDDER, I ACKNOWLEDGE AND ACCEPT THE TERMS OF THE RFP PROCESS:**

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

This form may be executed by hand-written or electronic signature.