

REQUEST FOR TENDER

RFT # 2024-143

Existing Park Building Addition for Inclusion of Washrooms



The Corporation of the Town of Caledon

TABLE OF CONTENTS

	Page
PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
PART 2 – EVALUATION AND AWARD	8
PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS	10
APPENDIX A – FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORM	17
APPENDIX C – PRICING	17
APPENDIX D – RFT PARTICULARS.....	18

Attachments:

Appendix A - OPSS Supplementary General Conditions
Appendix A - OPSS MUNI General Conditions
Appendix A - Agreement

Appendix E – Contract Drawings

Architectural

A-001 – Cover Sheet
A-002 – Project General Notes and Code Matrix
A-100 – Site Plan, Hoarding and Demolition Plans
A-101 – Floor Plan, Ceiling Plan, and Roof Plan
A-102 – Finishes Plan and Notes
A-200 – Exterior Elevations
A-300 – Building Sections
A-301 – Wall Sections
A-400 – Plan & Section Details
A-500 – Interior Elevations

Electrical and Mechanical

E1 – Electrical Legend & Specifications
E2 – Electrical Plan
M1 – Mechanical Legend & Specifications
M2 – Plumbing Plan
M3 – HVAC Plan

Structural

S0.0 – General Notes

S1.0 – Foundation Plan, Framing Plans & Sections

Civil

16185-1 – Site Development Plan

Appendix F – Technical Specifications

- 01 10 00 – Summary of Work
- 01 14 00 – Work Restrictions
- 01 21 00 – Allowances
- 01 25 00 – Substitution Procedures
- 01 31 00 – Project Managing and Coordination
- 01 32 00 – Construction Progress Documentation
- 01 33 00 – Submittal Procedures
- 01 35 23 – Health and Safety
- 01 43 00 – Quality Assurance
- 01 45 00 – Quality Control
- 01 51 00 – Temporary Utilities
- 01 52 00 – Construction Facilities
- 01 53 00 – Temporary Construction
- 01 57 13 – Temporary Erosion and Sedimentation Control
- 01 70 00 – Examination and Preparation
- 01 73 00 – Execution
- 01 73 30 – Cutting and Patching
- 01 74 00 – Cleaning and Waste Processing
- 01 74 20 – Waste Management and Disposal
- 01 78 10 – Closeout Submittals
- 01 78 40 – Maintenance Requirements
- 01 79 00 – Demonstration and Training
- 02 41 19 – Selective Demolition
- 03 35 10 – Concrete Floor Finishing
- 04 04 25 – Masonry Units
- 06 10 00 – Rough Carpentry
- 07 42 13 – Formed Metal Wall Panels
- 08 11 13 – Metal Doors and Frames
- 08 71 00 – Door Hardware – Common Requirements
- 08 71 43 – Automatic Door Operators
- 09 21 16 – Gypsum Board Assemblies
- 09 30 00 – Floor and Wall Tiling
- 09 91 10 – Painting
- 10 28 14 – Toilet and Bath Accessories

INSTRUCTIONS FOR BIDDING

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Tender (the “RFT”) is an invitation by the Town of Caledon (the “Town”) to prospective Bidders to submit bids for **Request for Tender #2024-143 Existing Park Building Addition for Inclusion of Washrooms**, as further described in Appendix D.

1.2 RFT Contact

For the purposes of this procurement process, the “RFT Contact” will be:

Karen Pimentel, CPPB
Buyer
Finance Department
Town of Caledon
6311 Old Church Road
Caledon, ON L7C 1J6

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town, other than the RFT Contact, concerning matters regarding this RFT for the period of time from the release of the RFT up to and including the date that a contract has been awarded and results posted on the e-bidding system (the “**Black Out Period**”). Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder’s bid.

1.3 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the Town for the provision of the Deliverables in the form attached as Appendix A to the RFT (the “Agreement”). It is the Town’s intention to enter into the Agreement with only one (1) legal entity (the “Vendor”).

1.4 RFT Timetable

Issue Date of RFT	September 24, 2024
<p><u>Non Mandatory Site Meeting (Strongly Recommended)</u></p> <p>Meeting Date and Time: October 1, 2024 at 10:00 AM Local Time Meeting Address: 70 Learmont Avenue, Caledon, ON L7C 3P2 Meeting Start location: Shade Structure adjacent to Splash Pad</p> <p>A site meeting has been scheduled examine the site and general work involved. Bidders are strongly recommended to attend as the Town may not provide another opportunity to visit the site. Absence from this site meeting will not disqualify a Bidder. Bidders are encouraged to bring their own materials such as a camera, measuring tape, note pad, personal protective equipment or other materials to the site meeting.</p>	
Deadline for Questions	October 8, 2024 at 2:00 PM Local Time
Deadline for Issuing Addenda	October 17, 2024 at 2:00 PM Local Time
Submission Deadline	October 21, 2024 at 2:00 PM Local Time
Anticipated Execution Date for Agreement	Week of October 21, 2024
Anticipated Contract Start Date:	Week of October 28, 2024
Contract Completion Date:	May 9, 2025

The RFT timetable is tentative and may be changed at the sole and absolute discretion of the Town at any time.

1.5 Submission of Bids

1.5.1 Bids to be Submitted to Prescribed Location

Bids must be submitted electronically to:

<https://caledon.bidsandtenders.ca>

Only e-bidding submissions through the website link specified above will be accepted. Paper based submissions, or any other form of submission will not be accepted.

1.5.2 Bids to be Submitted on Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.5.3 Deadline for Questions

The Deadline for Questions is stated above. If a change is required, the Town will issue an addendum. The Town cannot guarantee responses to questions submitted after the Deadline for Questions.

It is the responsibility of the Bidder to seek clarification of any matter that they are unclear before submitting a bid. Bidders are encouraged to utilize the e-bidding submit a question feature. The Town will assume no responsibility for oral discussion or suggestion.

1.5.4 Equivalent or Alternate Products / Services

The Town strives to purchase environmentally sound products and services whenever possible which include options that will minimize the Town's impact on the environment, provide the best value for the Town and perform effectively and efficiently. The Town also endeavors to purchase goods and services that meet accessibility requirements or contains relevant features. If a Bidder has a product or service with such features or benefits which are not mentioned in this RFT, Bidders are requested to submit their suggestions via the e-bidding submit a question feature on or before the Deadline for Questions.

Bidders may suggest an alternative or equivalent product or service prior to the Deadline for Questions via the e-bidding submit a question feature for the Town's consideration where technical specifications listed in this RFT require or refer to a specific trademark or trade name, patent, copyright, design, type, specific origin, producer, or supplier.

Alternative or equivalent product or service suggestions will be accepted at the Town's sole and absolute discretion and will not be deemed accepted by the Town unless listed in an addendum.

1.5.5 Bids to be Submitted in Prescribed Format

All Bidders shall have an e-bidding system vendor account and be registered as a plan taker for this RFT, which will enable the Bidder to download the solicitation document, to receive addenda email notifications, download addenda and submit their bids electronically through the e-bidding system.

Bidders are cautioned that the timing of their submission is based on when the bid is received by the e-bidding system, not when a bid is submitted by a Bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Town recommends that Bidders allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the e-bidding system web clock.

Bidders should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca at least twenty-four (24) hours prior to deadline if they encounter any problems.

The e-bidding system will send a confirmation email to the Bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this RFT, or if a Bidder has obtained this solicitation document from a third party, the onus is on the Bidder to create an e-bidding system vendor account and register as a plan taker for this RFT at <https://caledon.bidsandtenders.ca>.

1.5.6 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the Bidder is solely responsible for ensuring that the amended bid is received by the e-bidding system by the Submission Deadline.

1.5.7 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid prior to the Submission Deadline, the Bidder is solely responsible for ensuring that the bid is withdrawn through the e-bidding system.

1.5.8 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of one hundred and twenty (120) calendar days after the Submission Deadline.

1.5.9 No Bid

It is important that the Town receive a reply from all document takers. Although there is no obligation to submit a Bid, the completion of the Notice of No Bid form available via the e-bidding system will assist the Town in continually improving the bidding process.

1.5.10 Bid Results

Bid results will be available at <https://caledon.bidsandtenders.ca>

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Town will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Town, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section A of the RFT Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a Bidder may not make any changes to any of the forms. Any bid submission containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified at the sole and absolute discretion of the Town.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Town, will be rejected. The mandatory technical requirements are listed in Section B of the RFT Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

Subject to the Town's reserved rights, the compliant Bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected Bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of Selection by the Town to the selected Bidder shall be in writing via email. The selected Bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions

of award listed in Section C of the RFT Particulars (Appendix D), within ten (10) days of notice of selection. This provision is solely for the benefit of the Town and may be waived at the Town's discretion.

2.7 Failure to Enter into Agreement

If a selected Bidder fails to execute the Agreement (Appendix A) or satisfy any applicable conditions within ten (10) days of notice of selection, the Town may, without incurring any liability, proceed with the selection of another Bidder and pursue all other remedies available to the Town.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bidder's bid. A Bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a Bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid. For greater certainty, amongst other things, this paragraph shall apply to the submission of unbalanced bids, which may be disqualified as non-compliant.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response should reference the applicable section numbers of this RFT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the Bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the Bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 Past Performance

In the evaluation process, the Town may consider the Bidder's past performance or conduct on previous contracts with the Town or other institutions.

3.1.6 Information in RFT Only an Estimate

The Town and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown, or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Deliverables. It is the Bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.7 Bidders to Bear Their Own Costs

The Bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, but not limited to costs incurred for interviews or demonstrations.

3.1.8 Bid to be Retained by the Town

The Town will not return the bid or any accompanying documentation submitted by a Bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all the documents comprising this RFT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) must submit all questions, seek additional information or provide comments in writing through the e-bidding submit a question feature on or before the Deadline for Questions stated in the Instructions for Bidding.
- (c) All questions or comments submitted by Bidders to the e-bidding submit a question feature shall be deemed to be received once the email has entered into the e-bidding system. No such communications are to be directed to anyone or by any other means than submission through the e-bidding system and the Town shall not be responsible for any information provided by or obtained from any source other than the RFT Contact or the e-bidding system. The Town is under no obligation to provide additional information. It is the responsibility of the Bidder to seek clarification through the e-bidding submit a question feature on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addendum.

Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Town through the e-bidding system. Bidders will be required to confirm acknowledgement of all addenda issued before submitting their bid through the e-bidding system.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

When evaluating bids, the Town may request further information from the Bidder or third parties to verify or clarify the information provided in the Bidder's bid. The response received by the Town shall, if accepted by the Town, form an integral part of the Bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once an Agreement (Appendix A) is executed by the Town and a Bidder, award results will be made available at <https://caledon.bidsandtenders.ca>.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within sixty (60) calendar days of such notification in accordance with the Town's procurement debriefing protocol.

3.3.3 Procurement Protest Procedure

If a Bidder wishes to challenge the RFT process, written notice must be provided to the RFT Contact in accordance with the Town's procurement protest protocol and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the Bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its bid that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the Bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Town may disqualify a Bidder for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Town may disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Town determines that the Bidder has engaged in any conduct prohibited by this RFT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining express written consent from the Town.

3.4.6 No Lobbying

Bidders must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including but not limited to activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise this RFT.

3.4.8 Past Performance or Past Conduct

The Town may prohibit a Bidder or supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) refusal to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Town, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the Town and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFT and the performance of any subsequent Agreement;
- (c) must not be disclosed without prior written authorization from the Town; and
- (d) must be returned by the Bidder to the Town immediately upon the request of the Town.

3.5.2 Confidential Information of Bidder

A Bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will,

as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFT process, including the evaluation of bids. All Bidder bid disclosures will be made in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) or as directed by the Information and Privacy Commissioners Office. If a Bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Town

The Town reserves the right to

- (a) make public the names and submitted price of any or all bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's bid;
- (d) assess a Bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (f) verify with any Bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any Bidder;
- (h) disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a Bidder other than the Bidder whose bid reflects the lowest cost to the Town;
- (j) cancel this RFT process at any stage;

- (k) not make an award to the lowest compliant Bidder, or any Bidder, if it is determined by the Town that the costs of completing the work exceed budgetary constraints;
- (l) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or
- (n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each Bidder agrees that

- (a) neither the Town nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the Bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Town's decision not to accept the bid submitted by the Bidder, to enter into an agreement with any other Bidder or to cancel this bidding process, and the Bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Town; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

Bidders should refer to the document attached for Appendix A – Form of Agreement.

APPENDIX B – SUBMISSION FORM

Bidders should refer to the instructions attached to this RFT for the Appendix B – Submission Form requirements in accordance with the instructions provided in the e-bidding system.

APPENDIX C – PRICING

Bidders should refer to the instructions attached to this RFT for the Appendix C – Pricing requirements in accordance with the instructions provided in the e-bidding system.

1. Instructions on How to Provide Pricing

- (a) Pricing must be provided in Canadian funds, excluding Harmonized Sales Tax (HST).
- (b) Pricing quoted by the Bidder must be all-inclusive and must include, but not be limited to, all labour and material costs, all travel and carriage costs, duties, insurance costs, all costs of delivery, all costs for installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX D – RFT PARTICULARS

A. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Bidder.

2. Pricing (Appendix C)

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Bid Security

Bid Deposit – Digital Bid Bond Required

Each bid submission must include a **Digital Bid Bond** in the amount not less than 10% of the Bidders bid amount, excluding HST. Bidders should refer to the e-bonding information on the Surety Association of Canada’s website. Information at this site includes;

- A list of third parties that provide online surety digital bond services
- An industry checklist which Digital Bonds should meet

The Digital Bid Bond shall be third party authenticated. All instruction details for accessing authentication should be included with the up-loaded Digital Bid Bond. Scanned photocopies will not be accepted.

4. Other Mandatory Submission Requirements

The Bidder must submit a minimum of three (3) references from 3 different companies/municipalities, for whom the Bidder has successfully supplied, installed and completed work of the same or greater size, scope and budget in the past five (5) years. Each of the references must be of same projects completed and are to be enclosed with your Bid submission. Bidders shall provide this information in the e-bidding system fillable table in the Submission Requirements Section titled “References”.

The Bidder must submit a complete list of all subcontractors you will be using to undertake the work along with the type of work and estimated value of work. A Subcontractor will not be permitted to undertake works in excess of fifty (50) percent of the total tendered price. Bidders must provide this information in the e-bidding fillable table in the Submission Requirements Section titled “ List of Subcontractors”.

B. MANDATORY TECHNICAL REQUIREMENTS

The Bidder must have experience in washroom building construction as detailed in this RFT. Bidders must have successfully completed work of the same or greater size, scope and budget in the past five (5) years.

The Town reserves the right to reject any Bid unless the Bidder demonstrates to be skilled and regularly engaged in the same work as outlined in this RFT. The Town reserves the right to reject a bid if references provided by the Bidder are not satisfactory to the Town, at the Town's sole and absolute discretion

C. PRE-CONDITIONS OF AWARD

1. **Agreement** – One (1) signed copy of the Agreement signed by the Vendor and the Town.
2. **Certificate(s) of Insurance** – confirming all required insurance policies are in place in accordance with the ITT Document naming the Town of Caledon as additional insured. All insurance certificates must be issued by an insurer licensed to underwrite insurance in the Province of Ontario.
 - I. Commercial General Liability Insurance, having an inclusive limit of not less than \$5,000,000 per occurrence.
 - II. Standard Form Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence.
 - III. Non-Owned Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence
 - IV. Contractor's Equipment Floater Insurance on all equipment used during the term of this Contract.
 - V. Contractor's Pollution Liability for a limit of not less than \$2,000,000 per claim (occurrence).
3. **Digital Performance Bond** - from duly licensed Canadian bonding company in the amount not less than fifty percent (50%) of the Total Upset Limit Price submitted in your bid as performance payment security.
4. **Digital Labour and Material Bond** – from duly licensed Canadian bonding company in the amount not less than fifty percent (50%) of the Total Upset Limit Price submitted in your bid as labour and materials payment security.
5. **Clearance Letter or Clearance Certificate** from the Workplace Safety and Insurance Board
6. **Accessibility Compliance Form** – confirming all employees working on the project have completed Accessibility Training as outlined on the Town's website

–

<https://www.caledon.ca/en/government/council--town-administration-bids-and-tenders.aspx#Training-Requirement>

Once individuals have completed the accessibility training, they are to complete and sign the Accessibility Compliance Form. One form per individual performing work related to this contract is required.

D. MATERIAL DISCLOSURES

Bidder must be aware of and adhere to current O. Reg. 406/19: On-Site and Excess Soil Management Regulation

1. Printing, Copying and Drawings

All printing, copying and drawings are the responsibility of the Vendor to produce at its own cost. Town will not provide such services nor provide any printed documents or drawings.

2. Deliverables to meet Accessibility for Ontarians with Disabilities Act (AODA) Requirements

All digital documents and final deliverables provided to the Town by the Vendor or its subcontractors must be provided in an accessible format which must meet WCAG 2.0 Level AA requirements in accordance with The Accessibility for Ontarians with Disabilities Act (AODA).

3. Health and Safety

The Vendor acknowledges that it has reviewed the Town's Occupational Health and Safety Workplace Violence Policy regarding responsibilities and agrees that if awarded a contract will work in compliance with the requirements of such Program. The policy is available at

<http://www.caledon.ca/en/business/resources/Contractors-Safety-Program.pdf>.

4. Vendor Code of Conduct

The Vendor, its subcontractors and suppliers shall comply with the Town's Vendor Code of Conduct located at www.caledon.ca/purchasing.

5. Excess Soils

The Vendor must be aware of and enforce the soil designation requirements and reuse rules, the proper transportation of soils and the retention of documents regarding soil management under the Excess Soil regulations.

E. THE DELIVERABLES

1. Introduction and Highlights of the Project

The Town of Caledon (the “Town”) is seeking bid submissions from competent, qualified, and experienced Bidders for an addition to an existing park building for the inclusion of washroom facilities within Dennison Park at 70 Learmont Avenue, in Caledon, Ontario.

2. Background

Dennison Park was constructed in 2014 and included playgrounds, splash pad, basketball court, soccer fields, shade structure with storage building, parking lot, and just this year a new larger shade structure. To better serve the Resident’s, a new washroom facility was proposed to be integrated into the existing shade structure building that currently is only used for storage.

3. Scope of Work

The proposed work under this contract includes the supply of all, labour, materials, equipment, certifications, permits, and all incidentals required for the washroom facility addition including:

- Erosion and sediment control measures
- Tree protection fencing
- Concrete & Asphalt pads
- Signage
- Tree relocation
- Re-seeding grass
-
- Concrete Foundations
- Walls, Cladding and Membranes
- Interior Finishes
- Doors, Door Hardware & Accessibility Operation Accessories
- Washroom Accessories
- Mechanical & Plumbing equipment and fixtures
- Electrical equipment and fixtures
- All other elements and requirements contained within Appendix E & Appendix F

4. Objectives

To provide amenity upgrades that will bring Dennison Park in alignment with current park provision standards as provided at other locations through the Town.

5. Existing Site Conditions

The Vendor shall take all steps reasonably necessary to ascertain existing site conditions and location and access to the proposed work. The Vendor shall investigate and satisfy themselves that all visible existing site conditions will not impact the provisions for the work and associated bid costs. No modifications or claim for extras will be allowed for work or difficulties encountered due to conditions of the site which were visible or known prior to award of the Contract. The Vendor shall accept sole responsibility for any error or neglect on their part in this regard.

The Vendor is to report to the Town Project Manager any site conditions that may interfere with the integrity and long-term stability of any of the work installed under this contract.

6. Work Location

The work of this contract will take place on site at the existing shade structure building located in Dennison Park, at 70 Learmont Avenue, Caledon, Ontario.

7. Constraints

Site access will be restricted from the existing parking lot along the pathway directly to the existing shade structure building. The Vendor shall employ all means to minimize restoration work needed for site access.

The Vendor shall ensure minimal to no disturbance to the user(s) of the surrounding facilities. Replacement and repairs due to any damage caused to any existing structure, Town equipment, public assets or private property during the Work shall be the responsibility of the Vendor.

The adjacent features of Dennison Park are to remain open for public use throughout the construction period. The Town understands if the closure of the splash pad is required through the duration of construction and has chosen the specific construction window to avoid as little downtime of the splash pad as possible. The Vendor will require written permission from the Town's Project Manager where any closures to facilitate construction will be required.

Working hours will be at the Vendor's discretion providing they are within the following guidelines Monday to Friday, between 7:00 am and 5:00 pm. Should the Vendor wish to carry on operations on a Saturday, Sunday or statutory, the Vendor shall make a written application for permission by the Town's Project Manager at least twenty-four (24) hours in advance of such event.

8. Vendor Resources

The Vendor shall provide experienced, skilled, and trained persons and subcontractors (where permitted) who are qualified to perform the work and are completely familiar with the contract requirements.

9. Standard Specifications

Ontario Provincial Standards Drawings and Specifications (OPSS/OPSD) shall apply where specifications are not otherwise provided in the tender documents.

OPSS AND OPSD's are available at:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

10. Standards and Testing

The Vendor shall arrange for delivery of all shop drawings, product data, samples, manufacturer's instructions, testing reports, and certificates to the Town's Project Manager in a timely manner so the project schedule of Work is not affected.

The Vendor shall notify the Town's Project Manager early that required inspections can be undertaken without affecting the Work schedule. Failure of the Vendor to provide sufficient notice shall not relieve them of the requirement to complete the Work promptly and expeditiously

The Vendor is responsible for carrying a third-party geotechnical compaction and materials review consultant and shall coordinate all required testing directly.

11. Applicable Acts/Regulations/Codes

The Vendor must comply with all applicable regulations, including:

- Occupational Health and Safety (OHS)
- Workplace Safety and Insurance Board (WSIB)
- Ontario Traffic Manual's Book 7 (Temporary Conditions)
- Ontario Building Code
- Ontario Fire Code
- Town of Caledon Bylaws
- Region of Peel Bylaws
- Construction Act

12. Permits and Approvals

A Building Permit procured from the Town of Caledon Building Services will be required for the proposed renovations. The Town has begun the permit process and will pay all applicable permitting fees. The Vendor will be responsible to adhere to all building permit requirements and schedule all inspections with the Town of Caledon Building Department.

The Vendor is responsible to procure all applicable Hauling Permits for equipment and materials transport with the Town of Caledon and/or Region of Peel, depending on the proposed haul route.

The Vendor is responsible for procuring ESA and other applicable permits for the project beyond the Building Permit and Hauling Permits noted above.

13. Milestones and Schedule

The Vendor will submit to the Contract Administrator by email, a detailed construction schedule organized by key tasks and milestones in the form of an illustrated GANTT chart within five (5) days prior to the specified contract start date.

- a. The GANTT chart shall be in weekly increments show the start and finish dates for the various activities, identify tasks and individuals who will perform the task, any requirements for independent resources required for completion of the project.
- b. The detailed steps and timing through which the Deliverables will be produced.
- c. Task sequences and dependencies, milestones, and key events.

The Vendor will be required to submit a written Works Report by email to the Contract Administrator within 2 working days following the end of each calendar month describing construction progress, issues and/or delays and in response to specific matters covered by site meetings minutes.

It is imperative that the schedule is kept on track and the Project is successfully completed according to schedule. All changes to the Schedule, if any, must be approved by the Contract Administrator. Any reasonable steps that will advance the completion of the project will be considered.

The Vendor shall notify the Town a minimum of 48 hours prior to the intended starting date and immediately of any significant change of schedule.

Milestone	Deadline/ Duration
Construction Start:	October 28, 2024
Substantial Performance:	May 9, 2025
Warranty Period:	Two years following Substantial Performance
Final Acceptance:	May 9, 2027*

Note* - date based on minimum warranty period required and may be subject to change where a warranty extension or failure to complete warranty requirements occurs.

14. Deliverables

Close-out

Prior to Substantial Performance, the Vendor shall provide a digital package to the Town's Project Manager of:

- a) all product and equipment warranties inclusive of any extended warranties; and
- b) all operating and maintenance instructions, manuals, and procedures; and all inspection and third-party reports; and
- c) all final shop drawings; and
- d) complete set of redlined as-built plans in both .pdf and .dwg format with all changes and modifications throughout construction documented

The Vendor shall also:

- a) provide any touch up paint, spare parts, and extra hardware; and
- b) Ensure that all services, equipment, apparatus are properly tested and adjusted.

15. Meetings

The Vendor shall attend regular on-site or virtual progress meetings (as required) with the Town's Project Manager/Staff at no additional cost to the Town.

16. Maintenance and Protection of Property

The Vendor shall take adequate care to protect the Work, the Town's property, adjacent properties and shall be fully responsible for any damage or injury due to their act or neglect or is attributable to the acts or omissions of the Vendor, its subcontractors, suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the Vendor may be liable or for whom it is responsible in law and their respective officers, directors, agents, and employees.

Restoration

Restore all areas disturbed or damaged as a result of construction and site access.

Maintain the site in a condition free from accumulations of debris. Upon completion of each stage of work, remove from the site all equipment, surplus materials and rubbish resulting from such work.

Clean-up and Reinstatement

The work site must be maintained and clean during the period of the contract. Upon completion of the major works, the Vendor shall proceed with all expediency to carry out any necessary reinstatement to the satisfaction of the Town's Project Manager or their designate.

17. Vendor Use of Premises

The Vendor shall restrict construction operations, storage of materials and equipment to the designated limits within the site as determined at the pre-construction meeting.

The Vendor shall monitor the weather on an ongoing basis to ensure that the Work is conducted during favourable weather conditions. The Vendor is to maintain any excavated areas including dewatering as needed during construction at no extra cost to the Owner.

Access to existing adjacent site utilities will not be permitted, unless otherwise approved in writing by the Owner. The Vendor shall be responsible for all costs to supply, install, maintain, and remove a generator or alternative method for temporary utilities including access and ongoing maintenance to washroom facilities (ex. porta-potties) to execute work expeditiously. All structures and equipment shall be removed from site upon completion.

The Vendor is responsible for supplying on-site containers for the collection of waste materials and debris and/or storage of materials required to complete the work. In addition, the Vendor shall coordinate the removal of any construction waste or garbage produced while on site within the limits of construction, at no cost to the Town.

18. Security

It is the Vendor's responsibility to ensure that any material or equipment is stored in a locked container or removed from the site at the end of every workday. There is no security camera coverage available for the project site and no security will be provided by the Town. No compensation will be paid by the Town for material or works stolen, lost, damaged, destroyed, or vandalized.

The Vendor is responsible to ensure that the project site is kept safe, secure, and separated from public use areas at all times.

19. Performance

Failure by the Vendor to comply with all terms, conditions, and provisions of this Contract to the satisfaction of the Town shall be just cause for the cancellation of the Contract. The Town shall then have the right to award this Contract to any other Bidder, or to re-issue the Request for Tender.

1. The Vendor will be deemed to be performing satisfactorily when:
 - a) All services provided are within agreed time limit, the workmanship is of consistent high quality and to the full satisfaction of the Town;
 - b) Work is performed in accordance with the Contract;
 - c) Billing is accurate, precise, and self-explanatory and supported by proper backup;
 - d) Various requirements outlined in this document are consistently met or exceeded;
 - e) All items used in the Work consistently meet or exceed the specifications as outlined in this Contract or specified by the manufacturer, whichever is most stringent; and
 - f) Any performance issues or deficiencies are corrected within the time frame as set out in this Contract.

2. Where, in the opinion of the Town's Project Manager, the performance of the Vendor is not satisfactory in accordance with the Contract, then in addition to such other rights and remedies to which the Town may be entitled to by law or under the terms of the Contract, the Town may take one or more of the following actions:
 - a) Issue a verbal warning to the Vendor identifying the grounds of unsatisfactory performance and requiring the Vendor to correct the same;
 - b) Issue a written notice, setting a time period for the Vendor to correct the unsatisfactory performance and warning that the Contract may be terminated without further warning if the unsatisfactory performance is not corrected within the time allowed; and
 - c) Until the Town's Project Manager is satisfied that the unsatisfactory performance has been corrected, the Town may hold back from any payment of an amount sufficient to rectify the unsatisfactory performance until the Town's requirements have been met.

3. If the Vendor fails to correct the unsatisfactory performance within the time allowed, the Town may:
 - a) procure goods or equipment and services elsewhere to rectify the unsatisfactory performance and to charge all costs to the Vendor, which the

- Vendor shall pay to the Town either by set-off from any money due, or to become due to the Vendor, or by payment of the Town's invoice therefore;
- b) cancel or terminate the Contract;
 - c) take such failure to correct the unsatisfactory performance into account with respect to the award of any future contract; or
 - d) assert any other remedy available to it in law or equity.
4. Unless the Town expressly agrees to the contrary, any failure of the Town to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the Town to subsequently obtain such remedies.
5. Nothing shall restrict the right of the Town, in its absolute discretion, to terminate the Contract at any time for default under any other provision of the Contract or under any rule of law. The Vendor shall have no claim against the Town except for the Work which have been performed by the Vendor and accepted and approved by the Town.

20. Basis of Payment

All measurement of the quantities of the Work performed shall be by Plan Quantity principles with no notation provided as such in the Schedule of Unit Prices. Adjustments to quantities shall be considered, at the Vendor Administrator's discretion, where discrepancies or overages to plan quantities occur, the actual measurement will be jointly determined between Contract Administrator and Vendor.

Any minor or miscellaneous items specified or indicated on the drawings as being part of or necessary to supply any of the work of this Contract, and for which there are no specific pay items listed on the Schedule of Prices, must be included by the Vendor in their overhead and indirect charges and incorporated into the unit or lump sum prices which are listed on the Schedule of Prices.

21. Cash Allowances

Expenditures from allowances included in the contract price must be authorized in writing by the Contract Administrator. There will be no consideration for invoice mark-ups unless otherwise indicated in the Schedule of Quantities and Prices.

Should the Vendor have to obtain quotations for any work in the Allowance Section, the time expended for obtaining such quotes is at the expense of the Vendor.

All work listed in Allowances may or may not be incorporated in the work. The Contract Administrator has full right to delete any or all parts without claim.

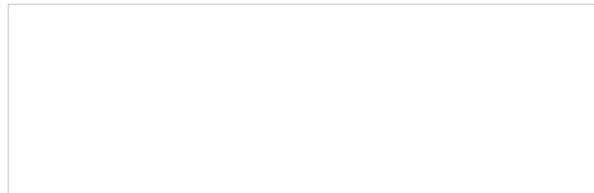
22. Warranty Period

- a) The Vendor guarantees that with ordinary wear and tear excepted, the Work shall, for a warranty period of twenty-four (24) months from the date of Substantial Performance of the Work or such longer period as may be specified for certain materials of the Work, remain in such condition as will meet the approval of the Town Project Manager, and that the Vendor will, upon being required by the Town Project Manager, make good in a permanent manner any imperfections therein due to materials or workmanship used in the construction thereof
- b) Within 72 hours of notification by the Town Project Manager, the Vendor shall commence repair of any imperfection or deficiency. Where repair is not commenced within said time period, the Town reserves the right to undertake the repair and deduct any costs incurred for this Work from any monies that may be due or payable to the Vendor.
- c) A Warranty Holdback in the amount of two percent (2%) will be retained by the Town in addition to the Statutory Holdback in accordance with the Construction Act. At the end of the warranty period, the warranty holdback will be released, reduced, or retained, depending on the status of the repair of any deficiencies. This warranty holdback will be in addition to any other holdbacks retained. No interest on monies held back by the Town will be paid to the Vendor.
- d) During the twenty-four-month warranty period, the Vendor shall be responsible for correcting any deficiencies which occur due to defective material or faulty workmanship.

BIDDER'S SUBMISSION SECTION

RFT # 2024-143

Existing Park Building Addition for Inclusion of Washrooms



The Corporation of the Town of Caledon

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

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

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

RFT 2024-143 Price Schedule - General

(a) Pricing must be provided in Canadian funds, excluding Harmonized Sales Tax (HST).

(b) Pricing quoted by the Bidder must be all-inclusive and must include, but not be limited to, all labour and material costs, all travel and carriage costs, duties, insurance costs, all costs of delivery, all costs for installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Line Item	Line Item	Description	Unit of Measure	Quantity	Unit Price *	Extended Total
1	1	Project General	Lump Sum	1		
2	2	Insurance and Bonding	Lump Sum	1		
3	3	Demolition	Lump Sum	1		
4	4	Site Work / Civil	Lump Sum	1		
5	5	Foundations	Lump Sum	1		
6	6	Masonry - Exterior Walls - Ribbed Split Face	Lump Sum	1		
7	7	Masonry - Interior Walls - Standard CMU	Lump Sum	1		
8	8	Structural Steel (Headers, etc.)	Lump Sum	1		
9	9	Metal Wall Cladding - ACM Panels	Lump Sum	1		
10	10	Walls and Ceilings (framing, sheathing, gyp. bd., insulation, etc.)	Lump Sum	1		
11	11	Waterproofing, Vapor Membranes, and Sealants	Lump Sum	1		
12	12	Doors and Door Frames	Lump Sum	1		
13	13	Door Hardware	Lump Sum	1		
14	14	Concrete Sealant	Lump Sum	1		
15	15	Wall Tiling	Lump Sum	1		
16	16	Painting	Lump Sum	1		
17	17	Washroom Accessories	Lump Sum	1		
18	18	Mechanical	Lump Sum	1		
19	19	Plumbing	Lump Sum	1		
20	20	Electrical (including lighting)	Lump Sum	1		
21	21	Testing, Balancing and Inspections	Lump Sum	1		
Subtotal:						

RFT 2024-143 Price Schedule - Provisional

(a) Pricing must be provided in Canadian funds, excluding Harmonized Sales Tax (HST).

(b) Pricing quoted by the Bidder must be all-inclusive and must include, but not be limited to, all labour and material costs, all travel and carriage costs, duties, insurance costs, all costs of delivery, all costs for installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Line Item	Line Item	Description	Unit of Measure	Quantity	Unit Price *	Extended Total
1	1	Epoxy Floor Finish (in lieu of concrete sealant)	Lump Sum	1		
2	2	Metal Cladding - Vicwest Panels (in lieu of ACM Panels above)	Lump Sum	1		
3	3	Masonry - Exterior Walls (Split face block in lieu of ribbed split face block above)	Lump Sum	1		
4	4	Plumbing - Hose Bibs and associated plumbing lines	Lump Sum	1		
Subtotal:						

Summary Table

Bid Form	Amount
RFT 2024-143 Price Schedule - General	
Subtotal:	

Bid Questions

Which method of payment will you accept? - Cheque -
 EFT - Purchasing Card (VISA)

Specifications

Bid Submission Form

Description	Response *
Bidder full legal company name	
Other names under which the Bidder carries on business	
Bidders Address	
City, Province/State	
Postal code	
Phone Number	
Fax Number	
Company website (if any)	
Bidders Contact Person with Authority to Bind the Organization	
Title	
Office Phone Number	
Cellular Phone Number	
Fax Number	
Email	
Types of goods and services offered by the Bidder	
Bidder's HST number	

References

The Bidder must submit a minimum of three (3) references from 3 different companies/municipalities, for whom the Bidder has successfully supplied, installed and completed work of the same or greater size, scope and budget in the past five (5) years. Each of the references must be of same projects completed and are to be enclosed with your Bid submission. The Town reserves the right to reject any Bid unless the Bidder demonstrates to be skilled and regularly engaged in the same work as outlined in this RFT. The Town reserves the right to reject a bid if references provided by the Bidder are not satisfactory to the Town, at the Town's sole and absolute discretion.

Description	Reference No. 1 *	Reference No. 2 *	Reference No. 3 *
Company Name			
Reference Full Name			
Reference Phone Number and extension			
Reference e-mail address			
\$ Value of Work Performed by the Bidder			
Work Begin date			
Work End Date			
Description of Work performed by the Bidder			
Work Challenges			
Achievements/Deliverables			
Work Completed on Time			
Work Completed on Budget			

Addenda, Terms and Conditions

I/We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our Bid submission is correct.
3. To the best of my/our knowledge and belief our Bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
4. To the best of my/our knowledge and belief no member of Town Council, Committees and no officer or employee of the Town of Caledon is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this agreement, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
5. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage in our Bid submission, or our performing of or observing the contractual obligations of the Bidder as set out in the contract.
6. I/We confirm meeting all requirements of this Bid Document.
7. I/we understand and agree that the award for this Bid may be subject to approval by the Town of Caledon Council.
8. Except as expressly and specifically permitted in the Bid document, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Bid process, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no such claim.
9. By responding to this Bid, I/we agree to accept the recommendations and decisions of the Town as final.
10. I/We, the acknowledged Bidder, having examined the required work as well as all Bid Documents, hereby agrees to supply all necessary material, labour, service, equipment, and all incidentals, and to render all services and pay all applicable taxes, licenses, approvals, and other permits and inspections required by any governmental or other authority. This includes all other charges as specified and/or as necessary for performance and completion of the above referred to Project, all in full accordance with Contract Documents provided to the Bidder by the Town (receipt of which is hereby acknowledged).
11. I/We acknowledge the addenda issued below, and the price bid includes the provisions set out in such addenda.
12. I/We understand and agree that if I/We are the successful Bidder and do not agree to sign a subsequent contract with the Town, I/We will be barred from bidding on any Town contracts for a 3 year period.

You must declare all potential Conflicts of Interest, as defined in Part 3, Section 3.4.1 of the Solicitation Document. This includes disclosing the names and pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the submission; AND (b) were employees of the Town of Caledon within twelve (12) months prior to the Submission Deadline.

If the box below is checked "NO", you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Solicitation Document.

Otherwise, if the statement below applies, check the box "YES".

You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name

**I have reviewed the
below addendum and
attachments (if
applicable)**

Pages

There have not been any addenda issued for this bid.