

The Corporation of the Township of Brock

Request for Tender				
Title	Foster Hewitt Memorial Community Centre Auditorium Renovation			
Requirement	Supply materials and labour for demolition and renovation of auditorium kitchen, bar area and supply closet.			
Quotation #	B2024-PR-04			
Issued By	Township of Brock 1 Cameron Street East, P.O. Box 10 Cannington, Ontario, Canada L0E 1E0			
Issue Date	November 26, 2024			
Request for Tender Documents	Quotation documents may be obtained through the Bids & Tenders website https://townshipofbrock.bidsandtenders.ca			
Bidder Questions	Questions related to this RFP must be submitted to the Submit a Question feature in Bids & Tenders.			
Deadline for Questions	The Township will respond to questions received by 2:00:00 p.m. ET on Friday December 6, 2024			
Bid Delivery Location	Bids must be submitted online through the Bids and Tenders website			
Submission Deadline	e Bids must be fully received by the Township by 2:00:00 P ET on Thursday December 12, 2024.			
Public Opening	There will be no public opening of the Bids.			
Contract Award	The Township anticipates that the contract will be awarded early 2025			

Township of Brock Parks and Recreation Department Tender B2024-PR-04

Section A

Information to Bidders

A.1 Contract Duration

The term of the Agreement will be in effect until the completion of the Deliverables.

A.2 Pricing

Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, travel costs, insurance costs, delivery costs, installation and set-up, including any pre-delivery inspection charges, electrical safety authority permits and inspections, and all other overhead, including any fees or other charges required by law.

Rates must be provided in Canadian Funds, F.O.B. destination, Harmonized Sales Tax shall be quoted as a separate item.

A.3 Scope of Purchase

The Corporation of the Township of Brock invites bids for the partial demolition of the kitchen and bar area and the installation of new walls, cabinetry, plumbing and electrical located at the Foster Hewitt Memorial Community Centre.

The successful Bidder will be responsible for:

- Demolition of kitchen and bar areas as per drawings;
- Supply and install new partition walls, flooring, doors, openings, cabinets, countertops, and backsplashes, as per drawings;
- Provide all electrical and plumbing work as per drawings, including but not limited to new fixtures, outlets, switches;
- Provide HVAC system changes as per drawings including but not limited to air handling vents, new range exhausts and condenser unit;
- Supply and install drop ceiling grid and tiles as per drawings;
- Provide all manuals associated with the generator and associated equipment.

A.4 Delivery and Closing of Quotations

Bidders will note that Township Quotation Forms must be used, and prices quoted shall cover all items outlined in the accompanying Specifications.

A.5 Awarding of Tender

The Bidder agrees that the awarding of the Contract based on this Quotation by the Township of Brock shall constitute an acceptance of this Quotation and this Quotation

shall represent the formal Contract and Agreement between the Corporation of the Township of Brock and the Bidder.

A.6 Acceptance or Rejection of Quotation

The Township reserves the right to reject any or all bids or to award the Contract to other than the Bidder submitting the lowest Quotation, as in the Township of Brock's opinion may be in the best interest of the Township.

A.7 Disqualification of Quotation

A Quotation shall be disqualified if:

- (a) The Quotation is received after the appointed time for the closing of bids.
- (b) The Quotation is incomplete, illegible or obscure, or contains additions, qualifications, erasures or irregularities of any kind.
- (c) The Quotation is received on other than the Quotation Form supplied.
- (d) The Quotation is not properly signed and sealed.

A.8 Taxes

The quoted price is to include applicable Harmonized Sales Tax.

H.S.T. shall be shown separately on any invoice or statement. The Bidder shall supply his/her H.S.T. registration number.

A.9 Fuel Taxes

The Bidder shall pay all taxes under existing legislation on all fuels used by the Company in the performance of the contract. The Bidder undertakes not to make any claims for refund of taxes paid by him or any Sub-Bidder and acknowledges that no refund of tax shall be granted to him or to any Sub-Bidder on any fuel for any purpose whatsoever in performance of the contract unless such refund is specifically authorized under existing legislation.

A.10 Liability Insurance

The Bidder shall continuously maintain throughout the term of the Contract and pay the following insurance coverage:

 Commercial General Liability insurance including personal injury, broad form Contractual liability, owner and Bidders protective, completed operations, and non-owned automotive liability in an amount of not less than two million dollars (\$2,000,000.00) applying to all Contracts for claims arising out of one occurrence and • Automobile Liability insurance in respect to licensed vehicles owned and/or leased with limits of not less than two million dollars (\$2,000,000.00).

Both policies shall include the Township of Brock as an additional insured in respect of all operations performed by or on behalf of the Bidder in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverages.

- The Bidder shall provide an updated Certificate of Insurance by not later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Bidder shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Township.
- Failure to provide the required insurance certificates within ten (10) business days
 of the Township's written request and continuously maintain the required
 insurance coverage throughout the entire term of the Contract will constitute a
 default by the Consultant/Company. Evidence of the required coverage shall
 be provided prior to the award of this Quotation.

A.11 Indemnity

The Bidder hereby indemnifies and save harmless the Township of Brock against any and all claims and/or liability arising out of any personal injury, death or property damage resulting from or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract including without limitation the cost of defending against such claims.

A.12 Workplace Safety and Insurance Board Compensation

The Bidder shall furnish the Township with a current Workplace Safety and Insurance Board Clearance Certificate.

Workplace Safety and Insurance Board coverage is required regardless if the Bidder is sole owner and operator.

A.13 Bidders to Investigate

The Bidder warrants by his/her Quotation that he/she has visited the work site and made his/her assessment of facilities and difficulties to be encountered.

A.14 Health and Safety

The Bidder shall demonstrate the establishment and maintenance of a health and safety program with objective and standards in compliance with applicable legislation and municipal policy by providing a Corporate Health and Safety Policy and applicable Safe Work Procedures.

The Bidder shall ensure that workers in their employ are aware of hazardous conditions and substances in the workplace and are wearing the proper protective equipment.

The Bidder shall acknowledge that health and safety provisions are included at the management level to ensure high standard of health and safety.

The Bidder shall make themselves aware and have an understanding of the Township of Brock's Health and Safety Policy.

A.15 Invoicing and Payment

The Township will issue payment for the work within 30 calendar days from the Township's receipt of a proper invoice for accepted work. Invoices must be submitted to the Township of Brock, 1 Cameron Street East, P.O. Box 10, Cannington, ON, L0E 1E0 to the attention of Accounts Payable quoting the purchase order number provided by the Township. In the alternative to mailing an invoice, an electronic invoice may be submitted to ap@brock.ca. Invoices must include the Contractor's HST number.

A.16 Accessibility

Proponent(s) must be capable to recommend and deliver, as appropriate for each requirement, Accessible services consistent with the Ontario Human Rights Code (OHRC), and in accordance with the Accessibility for Ontarians with Disabilities Act 2005, S.O. 2005, c. 11. (AODA) and with O. Reg. 191/11: Integrated Accessibility Standards enacted under the AODA.

The <u>Design of Public Spaces Standards</u> under the Integrated Accessibility Standards Regulation must be utilized during the design and build process by contracted professionals when building or renovating; regardless of project size for all municipally owned, operated or leased facilities.

Unless determined by the Township to not be practicable, Proponents shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to a Contract shall be in conformity with the <u>World Wide Web Consortium Web Content Accessibility Guidelines (WCAG)</u> 2.0 Level AA and shall be provided in accessible format upon request. Studies, Reports, and/or Plans that result from this project must be created and provided to the municipality in an accessible format compatible to Adobe Acrobat XI (11) or Microsoft Office 2010, or higher.

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Section B **General Conditions**

B.1 Regulations

The Bidder shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

B.2 Director Parks, Recreation and Facilities

Means the Director Parks, Recreation and Facilities of the Municipality or such person as may be authorized by the Council to act on their behalf in any particular capacity.

B.3 Scope of Work

The Township of Brock requests bids to supply materials and labour for the partial demolition and renovation of the second floor auditorium kitchen and bar area at the location of the Foster Hewitt Memorial Community Centre located at 176 Main Street, Beaverton Ontario.

This work includes but is not limited to partial demolition of the kitchen, bar areas and supply closet. Creation of new partition wall, openings, doors, flooring, electrical connections, plumbing connections, cabinets, countertops, backsplashes, lighting, drop ceiling, HVAC system changes and replacement equipment.

B.4 Payment

Payment shall be construed to include all labour, equipment, maintenance and fuel to carry out the described work.

All work shall be approved by a representative of the Township prior to payment for work performed.

All moving and start up costs are to be included in the unit price bid.

B.5 Non-Fulfillment of Contract

If the Bidder fails or neglects to commence or to carry out the work diligently and at a rate that in the opinion of the Director Parks, Recreation and Facilities and/or his/her designate will ensure the entire completion of the project within the time limit, or should the Bidder default in the completion of the work within the scheduled time, or the method of operation is unsatisfactory, the Director Parks, Recreation and Facilities and/or his/her designate may notify the Bidder in writing to discontinue all work under the Quotation, and the Township of Brock may then employ such means as it may deem necessary to complete the work, and in such case the Bidder shall have no claim against the Township of Brock for any loss or damage caused by, or resulting from the work being taken out of the control of the Bidder.

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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.

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

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

Pricing Schedule

Bidder must provide pricing information for all listed items.

Line Item	Description	Price *	Total		
1	Demolition				
2	Framing, drywall & doors				
3	Cabinetry				
4	Plumbing				
5	Electrical				
6	Flooring				
7	Ceiling				
8	HVAC				
9	Finishes				
	Subtotal:				

Summary Table

Bid Form	Amount
Pricing Schedule	
HST (13%)	\$ 0.00
Total Contract Amount:	

Specifications

^{*} Denotes a "MANDATORY" field

Form of Quotation

The Township of Brock requests bids to supply materials and labour for the partial demolition and renovation of the second floor auditorium kitchen and bar area at the location of the Foster Hewitt Memorial Community Centre located at 176 Main Street, Beaverton Ontario.

This work includes but is not limited to partial demolition of the kitchen, bar areas and supply closet. Creation of new partition wall, openings, doors, flooring, electrical connections, plumbing connections, cabinets, countertops, backsplashes, lighting, drop ceiling, HVAC system changes and replacement equipment.

The Contractor has carefully examined the provisions, specifications and conditions attached to this Quotation and has carefully examined the site and location of the work to be done under this contract, and the Contractor understands and accepts the said specifications and conditions and, for the prices set forth in this Quotation, thereby offers to furnish all machinery, tools, materials, apparatus and other means of construction, to complete the work in strict accordance with the provisions, specifications and conditions attached to this Quotation.

The Contractor agrees	Agree or Disagree *
That the quoted price includes the provision of all necessary equipment, materials and personnel and the Contractor covenants that his/her personnel are competent, properly trained and familiar with the Occupational Health and Safety Act.	Select A Value
That they will not unreasonably encumber site with materials or equipment; to not obstruct entrances, stairs or fire exits; and to make good to damage to paving, grass, walkways, curbs, trees, planting beds, etc. caused due to the work of this contract.	Select A Value
That his/her firm will provide all necessary equipment, manpower and service to safely secure the work site including but not limited to construction fencing.	Select A Value 🔻
That his/her firm will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation.	Select A Value
That his/her personnel are covered by Workers Safety and Insurance Board Compensation.	Select A Value
Commercial General Liability insurance including personal injury, broad form Contractual liability, owner and Bidders protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all Contracts for claims arising out of one occurrence and	Select A Value
Automobile liability insurance in respect to licensed vehicles owned and/or leased with limits of not less than two million dollars (\$2,000,000.00)	Select A Value
Both insurance policies shall include the Corporation of the Township of Brock is named as an 'Additional Insured Name' for the purpose of completing the works described hereto and the Contractor agrees to provide proof of insurance upon acceptance of the Quotation by the Township.	Select A Value
This property is a unionized work location and may be subject to restraints of access.	Select A Value
That the Township reserves the right to when the work within the Township shall be undertaken.	Select A Value

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

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

Ability and Experience Reference Form

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

By providing the following references I authorize the Township of Brock to contact the person and organization listed on the Ability and Experience Form, for the purpose of obtaining information relating to the Bidder.

The Township of Brock reserves the right to call references if, in its sole discretion, finds a need to do so.

The Township of Brock reserves the right to check other references than listed therein.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Customer			
Contact Name & Phone Number			
Date of Purchase			
Description of Goods or Services Provided			

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

- 1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- 2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
- 3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
- 4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
- 5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
- 6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- 7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

■ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding

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

File Name

Pages

There have not been any addenda issued for this bid.