



**The Corporation of the
Township of Wainfleet**

**REQUEST FOR PROPOSAL
For
PROJECT/CONSTRUCTION
MANAGEMENT SERVICES**

**For the Construction of
Wainfleet Fire & Emergency Services
Central Station**

Request for Proposals Number:	FS-STN-2021-001
Request for Proposals Issued On:	November 22, 2021
Proposal Submission Deadline:	2:00pm - December 1, 2021 Local Time in Wainfleet, Ontario

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1. INTRODUCTION

1.1 General

This RFP is posted on the Township of Wainfleet web site at <https://www.wainfleet.ca/en/Township-hall/Proposals-and-rfps.aspx>.

Questions Regarding this RFP

Questions regarding this RFP must be submitted in writing only to Morgan Alcock, Fire Chief/CEMC or e-mail: firechief@wainfleet.ca no later than Wed., November 24, 2021, at 2:00 p.m. local time. Questions received later than this stated time and date may not be acknowledged or answered.

Addenda

All addenda to this RFP will be posted on the Township's Bid Opportunities Web Page: <https://www.wainfleet.ca/en/Township-hall/Proposals-and-rfps.aspx>. Addenda will not be posted until after the date for questions has closed. It is the proponent's sole responsibility to check this Web Page to avail themselves of any posted addenda. Proposals submitted that do not include the first page, completed and signed, of all posted addenda will be rejected.

1.2 Invitation to Proponents

Through this Request for Proposal ("RFP"), the Corporation of the Township of Wainfleet (the "Purchaser") is inviting proposals from qualified, professional Project/Construction Management firms (the "Proponent"), with preference given to those specializing in the construction of Fire Services structures.

The Project/Construction Management firm will have the responsibility of working with the Project Team to ensure all the project deliverables are met. These include: preliminary design(s), feasibility, design development, detailed design, interior design, millwork, furniture, equipment and communications technology, tender/contract documents, cost control, review of sustainable construction initiatives, including energy conservation and environmental technologies, investigation and recommendation of possible "green engineering" funding programs, contract administration, site review, substantial completion, commissioning, total completion and warranty review for the work. Status reporting to Township Council may be required from time to time.

Additional work will not be compensated unless a written approval or request is provided by the Owner or its agents.

The project is estimated at an approx. GFA of 12,000sq.ft, includes, apparatus bays, office space, training room, meeting room and operational space as needed. The anticipated construction budget inclusive of site services for the proposed building is approximately \$4.9 million CDN and the construction start date will be approximately late Q1, early Q2 of 2022.

The successful proponent will have to demonstrate:

- The ability to complete this project based on similar/relevant projects completed on time and on budget,
- The ability to work in a harmonious manner with Owners and Contractors.
- The technical expertise to perform the services identified in the Terms of Reference.

Proponents are to submit detailed proposals based on these Terms of Reference and the attached documents.

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1.3 Background

The Township of Wainfleet is a rural Township found on the northern shore of Lake Erie, in southern Niagara Region, Ontario, Canada. There are three shopping areas in the Township of Wainfleet. They are located at Chamber's Corner, the Village of Wainfleet and the Long Beach area.

The Township of Wainfleet is approximately 217.40 square kilometers in size. The Township includes the communities of Attercliffe, Beckett's Bridge, Belleview Beach, Burnaby, Camelot Beach, Chambers Corners, Long Beach, Morgan's Point, O'Reilly's Bridge, Ostryhon Corners, Perry, Wainfleet (known until the 1920s as Marshville), Wellandport (which straddles the border with the neighbouring Township of West Lincoln), Willow Bay and Winger. Wainfleet is near Willow Bay.

Wainfleet is best known for its agricultural productivity and Lakeshore area. The area is utilized for dairy, beef cattle, and cash crops. Township boundaries consist of a lakeshore 9 miles along the north shore of Lake Erie, and 20 miles along the meandering course of the Welland River. To the west is Haldimand County and to the east are the cities of Welland and Port Colborne

Through the 2019-2021 municipal budget process, capital funds were allocated towards the design of the future Fire Station. These funds have been held until such time that the land for the new station could be secured and a project scope identified. In following with several reviews and plans a parcel of land located to the south-west of Chambers Corners on Highway 3 was chosen.

It is intended that this building is to be designed and specified in such a way that that they can withstand abuse with minimal repair and maintenance. Careful selection of materials will be required to achieve this goal. A balanced approach has been taken to ensure energy efficiency, building longevity and cost effective construction methods and materials are utilized.

While it is expected that space and budget programs will be further refined and detailed during the various phases of the project, the successful proponent will not be required to conduct an extensive building program study to modify the basic concepts.

The new Fire Station is anticipated to total approximately 12,000 square feet, including approximately 6,500 square feet of truck bay space consisting of six bays, (2 drive-through bays) to accommodate five (5) apparatus including a Front line Engine, Tanker, Rescue vehicle as well as a Wildland UTV on a trailer and Reserve Engine. Additionally office and meeting space, a full service kitchen and lounge, fitness room, storage, and decontamination facilities. Further, the overall site improvements shall account for; site servicing (water, septic, etc.), storm-water management, grading plan, parking requirements, landscaping of affected lands, and overall public access to the site. Although LEED certification is not a requirement, the latest technologies in building efficiency and sustainable design are requested. Life cycle costing and environmental impact of the completed facility will be analyzed throughout design.

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1.4 Objectives

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best and most innovative solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser's purchases without limiting the Purchaser's choice or negate any other requirement.
- Support Proponents that demonstrate their commitment to the environment.

To implement this Project successfully, the following objectives must be addressed:

- Carrying out general reviews of construction work at appropriate intervals to ensure conformity with contract documents and plans,
- Conducting on-site review and providing input at construction site meetings;
- Keeping the Township informed of the progress and quality of work;
- Evaluating progress payment requests;
- Reporting and ensuring correction of defects or deficiencies;
- Preparing progress reports and updates.

1.5 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- In construing the RFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:
 - i. Whenever the terms "must" or "shall" are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read "the Purchaser shall" or the "Proponent shall", as the case may be.
 - ii. The term "should" relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.
 - iii. The terms "shall", "will" or "must" describes a procedure that is intended to be followed.

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1.6 Definitions

The following definitions apply:

“Agreement” has the meaning set out in Appendix A.

“Applicable Law” and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Proponent” means the Firm responsible for the Design, Engineering & Contract Administration.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 8:30 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’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 obligations under the Agreement.

“Construction Manager” means the successful proponent

“Days” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Purchaser to evaluate the Proposals.

“Personal Information” means recorded information about an identifiable individual or that may identify an individual.

“Preferred Proponent” means the Proponent(s) that the Purchaser has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 5.1.1 and may be amended from time to time in accordance with the terms of this RFP.

“Purchaser” means The Corporation of the Township of Wainfleet.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.

“RFP Coordinator” means the individual identified in Section 5.2.1.

“Services” means the services intended to be procured pursuant to this RFP.

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“**Township**” means The Corporation of the Township of Wainfleet.

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

1.7 Project Schedule

The overall project schedule has been established as follows:

Benchmark	Estimated Completion Date
Request for Proposal Issued– Project Manager	November 22, 2021
Request for Proposal Closed– Project Manager	December 1, 2021
Issuance of Agreement for Services	December 8, 2021
Project Review	December 2021
Building Permit Application	December 2021
Construction Tender	January 2022
Council Award	February 2022
Construction Begins	February 2022
Substantial Completion	November 2022
Move-in & Commissioning	December 2022
Deficiencies and Warranty Inspections	December 2022
Total Completion/Grand Opening	January 2023
Post Project Review and Final Invoicing	March 2023

Proponents are to include, in their proposals, comments on the above schedule and recommend alternate dates where deemed applicable. An extension of the above project schedule for any reason for up to 3 months following the Total Completion & Open to Public date shall not result in additional fee compensation to the Project Manager.

1.8 Project Team

The Project Team shall consist of internal stakeholders, a Prime Proponent with various sub-consultants and the Project/Construction Manager.

The Consultant Team, led and coordinated by the Prime Proponent, shall provide consulting services for public consultation (as applicable) and pre-design, schematic design, design development, construction/tender documents, bidding/negotiations and value engineering as applicable, contract administration, construction review and post construction services for the project. The Prime Proponent shall provide single point of contact (for all sub-consultants) to the Township for the duration of the project.

Mechanical and Site Services Consultant’s work shall include full scope of services including design of site services as required for the site.

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Electrical Consultant to include full scope of services including design of empty conduit systems for road side signage, security systems, emergency systems, public address/voice communications and IT data cabling systems

1.9 Liaison

The Township's designated Project Team Lead is Mr. Morgan Alcock who will provide overall project management throughout the life cycle of the project under the direction and oversight by the Township's Chief Administrative Officer. The Project Manager will report directly to the Project Team Lead throughout the design, construction and commissioning phases of the project.

1.10 Type of Agreement

The Preferred Proponent shall be required to enter into an Agreement ("Agreement") substantially in the form of the Agreement attached as Appendix A - Form of Agreement for the provision of the Deliverables.

The Purchaser intends to award Agreement(s) to only one (1) Proponent. The Agreement will be signed in December 2021 and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.

1.11 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. The Agreement executed with the Proponent will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

1.12 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify the lead Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

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2. SCOPE OF WORK

2.1 General Requirements

All work carried out must be done with the Internal Project Team Lead's approval, prior to starting the project. The work undertaken by the Project/Construction Manager will be overseen and directed by the Purchaser's Project Team Lead to which all draft and final reports, cost estimates, and scheduling information will be submitted.

The Successful Proponent shall schedule, chair and take minutes for all meetings required or as directed by the Purchaser's Project Team Lead.

The Successful Proponent's basic services shall include the co-ordination required to integrate all phases, including:

- a. Construction Design & Documentation Review,
- b. Contractor Procurement & Tender Preparation,
- c. Construction Management & Inspection,
- d. Post Construction & Warranty Administration

2.2 Key Deliverables

The following are the key deliverables the Proponent is expected to supply:

2.2.1 Contractor Procurement & Tendering

- Pre-qualify contractors
- Review general conditions and contractor tendering
- Complete Ministry submissions
- Liaise with government stakeholders
- Prepare CCDC-2 contract for the General Contractor
- Project status reports, including schedule, budget, risk management

2.2.2 Construction

- lead bi-weekly construction meetings with general contractor and issue meeting minutes for these bi-weekly meetings
- review contractor's schedule, health and safety plan, quality plan, infection control plan
- change order management
- attend construction meetings and take minutes of meetings as required
- develop a move management/building occupancy plan
- coordinate plan for furniture, fixtures and equipment substantial completion certificate
- develop occupancy plan
- undertake pre-occupancy review as required by Ministry prior to first resident date
- liaise with government stakeholders
- prepare and issue monthly project status reports, including schedule, budget and risk management

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2.2.3 Project Close-Out

- compile operations and maintenance manuals and turn over to Purchaser
- led building systems training
- compile as-built drawings and turn over to Purchaser
- clean up all project deficiency
- finalize project status reports, including schedule, budget, risk management compile asset management plan for Purchaser if required

2.3 Duties & Responsibilities

Based on the above deliverables, the following is the suggested scope of work for project management services:

2.3.1 General Responsibilities

- a) Assign a Designated Project Manager to be the main contact.
- b) Establish protocol for all communication issues throughout the project.
- c) Prepare project policies and procedures to be distributed to all team members.
- d) Visit proposed site, review and record existing site conditions.
- e) Structure the project into manageable parts.
- f) Suggest alternatives, evaluate them, and assist Purchaser to decide between them so as to best meet Purchaser' needs in terms of scope, time, quality and cost.
- g) Identify and document dates when user requirements and decisions or approval by Purchaser are required and advising Purchaser of the effect on the project of delayed decisions or approvals.
- h) Identify to Purchaser the impact (time, quality, & cost) of proposed changes, so that Purchaser may make well-informed decisions whether or not to proceed with proposed changes.
- i) Chair regular project meetings with stakeholders and provide Minutes.
- j) Arrange and coordinate the procurement, expediting and quality control of all required materials, equipment and services, including those supplied by Purchaser.
- k) Manage construction implementation for conformity with the approved design, including detailed scheduling and coordination, management of inspection, administration of construction changes, approvals of progress claims, completion certificates, management of deficiency and warranty work, commissioning, operating manuals and record documentation.
- l) Provide an on-site presence during all phases of work.
- m) Attend the new site during the first day after the moves to provide assistance where needed.
- n) Conduct "walk through" and issue a final deficiency report after each phase.
- o) Assist Purchaser in start-up and or operating procedures.
- p) Manage submissions to Purchaser and any follow-up questions.
- q) Ensure appropriate health and safety measures are taken by all contractors, subcontractors, inspectors, and other visitors to the work site, including representatives of the Project Manager and Purchaser.

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2.3.2 Budget Advisory Services Support

- a) Preparation of project budget.
- b) Issuing regular project budget updates to the Procurement Representative, as required, at key milestones through all phases of the project.

2.3.3 Management of Construction & Related Tasks

- a) Review project budget and timeline objectives.
- b) Ensure that Letters of Intent and draft Construction Contract documentation for execution are issued to successful bidders.
- c) Ensure that insurance, WSIB clearance and Ministry of Labour forms are received.
- d) Arrange and Chair a pre-construction meeting with all parties.
- e) Monitor the project budget and timeline throughout construction.
- f) Co-ordinate the review with the General Contractor all shop drawings as prepared by sub-trades.
- g) Co-ordinate the review the General Contractor all mechanical and electrical shop drawings as submitted by sub- trades.
- h) Arrange and attend regular construction site meetings to monitor construction and ensure that all issues are addressed promptly.
- i) Manage all approved changes to the Scope of Project through the Change Notice/Change Order process, review and approve submitted costs and track against both approved project budget and timeline.
- j) Establish construction quality assurance programs.
- k) Carry out interim site inspections and report as necessary.
- l) Receive General Contractor's applications for payment; carry out site review for accuracy of General Contractor's application for payment, process payment certificates for approval.
- m) Upon Substantial Completion, in association with the designers and engineers, prepare a detailed deficiency list, and ensure that deficiencies are completed in a timely manner.
- n) Co-ordinate furniture delivery and installation with mover and/or suppliers.
- o) Administer the Certificate of Substantial Completion of the General Contractor and ensure certificate is published.
- p) Facilitate final Municipal approvals and inspections, including an Occupancy Permit.
- q) Assemble and review all necessary project close-out information: statutory declarations, warranties, as-built drawings, manuals etc.
- r) Advise on timing of final payment and release of holdback monies.

2.3.4 Post Move Follow-up

- a) Attend the new site during the first day after the occupancy to provide assistance where needed.
- b) Conduct a post-occupancy inspection, identifying deficiencies for immediate follow up and clean up.
- c) Conduct a final walk though and facilitate the issuance of a Deficiency Report and ensure all outstanding items on the Deficiency report are rectified and completed.
- d) Ensure final as-built drawings are compiled and operations and maintenance manuals are compiled and turned over to Purchaser. Provide to the Purchaser in both paper and an acceptable electronic format.

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2.3.5 Furniture, Fixtures & Equipment

- a) Monitor installation and prepare/coordinate a detailed Installation Deficiency List with the Furniture Dealer.
- b) Follow up with the Furniture Dealer on rectification of deficiencies.
- c) Schedule the installation of telecommunication equipment through the IT Division of the Purchaser.

2.3.6 Operational Readiness

- a) Oversee plans for orientation and training which can typically be divided into three categories:
 - i. Building systems and infrastructure which would consist of training for the building maintenance and operating staff on new chillers, generators and other systems that control the building environment; clinical support systems such as nurse call, pneumatic tube and other patient monitoring or alarm systems.
 - ii. Training on new equipment; and ergonomic training on new seating systems.
 - iii. Orientation to the new space to the programs that will occupy them and the support services that will provide daily service. Additionally, there may be requests for general staff and community orientation

2.3.7 Compliance with Codes

Ensure compliance with all governing legislation such as building, fire, zoning or planning by-laws, other relevant codes including regulations and requirements of authorities having jurisdiction.

2.4 Construction Cost Estimate

Construction will be carried out on the basis of a Stipulated Price Contract.

The construction cost estimate for the total project (building and site servicing) is approximately \$3.6 million for the purpose of fixed fee calculation, exclude HST from the construction cost estimate.

The \$3.6 million construction cost estimate excludes a contingency to deal with post contract change orders and yet to be specified cash allowance items. In addition, construction cost estimate **excludes** all soft costs including permits, FFE, all fees and HST.

No increase in fixed fee will be allowed at the various stages of the project unless there is authorized and pre-approved scope increase to the project.

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2.5 Payment Terms

While, the Purchaser's standard payment terms are full payment upon completion of each phase. The Proponents are asked to state any offered discount rates that are applicable to their bid submission on Appendix C – Rate Bid Form. All proposal pricing terms must remain firm for a minimum of 90 days AND if a contract is signed, prices must remain firm throughout the delivery period.

Proponents are asked to quote prices in **CANADIAN FUNDS** inclusive of duty and delivery charges shall be included where applicable.

The Proponent shall NOT include any amount for the Harmonized Sales Tax (H.S.T.) in their proposed price. Any amount to be levied with respect to the H.S.T. will be included as a separate item on Appendix C – Rate Bid Form.

Term of Payment will be a minimum Net 30 Days from date following submission of invoice. Preference is to pay by cheque providing there are no additional administrative fees.

Final payment after submission of invoice for post construction phase will include a 25% holdback for 90 days to ensure final inspections and warranty work is completed.

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3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 General

The Proponent, in their proposal will provide a timetable giving details of project startup meeting, introduction of project team, and provide project goals and objectives with timelines on project phases. The proposal shall be no more than ten (10) pages, not including the cover letter, resumes and company credentials.

3.2 Proposal Contents

Proposals shall include name, address, and telephone number and fax number of the proponent and all sub-consultants, and the following information:

a) **Description of Firm:**

Firm's brief history with highlights of services provided, include description of the study team and the relevant experience and qualifications of individuals including their intended participation and contributions to the design.

b) **Curriculum Vitae/Expertise:**

An outline of qualifications and experience of the team members, including all sub-consultants, to be assigned to each phase of the project. Identify team availability. Personnel substitution will not be accepted without prior written approval by the Township.

c) **Team Organization:**

The respective roles and responsibilities of team members in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project. Identify in a contribution matrix corresponding with the activities described under Section 2, the time commitment by key participants of the team. Indicate time commitment for each phase by each team member as a percentage of the total time for the project. Indicate previous experience of the proposed team members in working together on recent projects

The Proponent is to list all sub-consultants. Proponent to provide intended scope of work for each sub-consultant and provide previous relevant experience and resumes of key professional staff

d) **Project Experience:**

Brief documentation of significant similar projects completed within the past five years, with client references, project description, reduced size design drawings and photographs (maximum 8½" x 11"), together with brief descriptions of all other projects of relevance, include and clearly identify budgets and final costs of projects presented.

Proposal scoring weighs the strength of each firms experience in the design of similar emergency services facilities. The ideal Proponent will have direct experience with the design of at least 5 public facilities over the past 10 years. The proposal will include a description of similar designs, year completed and relevant contact persons with whom successful completion may be discussed.

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e) **References:**

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references. The Purchaser reserves the right to revisit the Proponent's scores based on information learned during reference checks, should they reveal that there is inconsistency between the information provided by the Proponent and the results of the reference check.

f) **Methodology:**

A description on the research and design approach for this project, including an outline of project activities to ensure proper decision-making and communications with the Township. Detailed project implementation strategy and methodologies are to be used. Project timelines are very critical to the Purchaser.

g) **Work Program/Project Schedule:**

An outline of the approach for time control to meet the requested schedule(s) and what other resources will be made available by the proponent's sub-consultants to meet set end milestone dates, if, during the design process, delays occur.

- i) An outline of the tasks to be undertaken.
- ii) A project schedule indicating team member days scheduled throughout the project.
- iii) A listing of formal meetings with all applicable agencies.
- iv) Level of municipal resources required.
- v) A listing of all formal documentation to be provided to the Purchaser.

Accordingly, a detailed project schedule with key milestones shall be included in the proposal.

h) **Cost Control:**

An outline of the approach proposed to effect cost control, and the use of life cycle costing for systems and materials.

i) **Proposed Stipulated Fees & Per Diem Rates:**

Completed Summary of Fees and Disbursements in the form included as Appendix C showing the maximum total cost of the scope of work as well as provisional pricing for construction contract administration and inspection.

All disbursement costs, which may include mileage, telephone charges, printing and reproduction costs, fax charges, courier services, computer services, etc.

Include A breakdown of costs including itemized costs of various phases or components of the assignment and a schedule of person hours for each component of the study, including hourly rates for each consultant staff and sub-consultants of the project team;

Note: The Proponent shall not include any component cost or person hour details with the Proposal document (Envelope 1). All cost information and time task cost information shall be contained in Envelope 2.

j) **Professional Liability Insurance:**

Proponents shall submit with the proposal an amended Certificate of Professional Liability Insurance (refer to Supplementary Conditions).

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k) **Preliminary Cost Estimate:**

Include an order of magnitude estimate for the project as described based on experience with similar projects and current construction costs.

l) **Conflict of Interest:**

All proponents must declare whether they perceive any conflict of interest by undertaking the study in response to this Request for Proposal.

m) **Township Requirements:**

All items, resources or efforts expected to be provided by the Township.

n) **Considerations:**

Identification of additional matters necessary to be considered.

3.3 Proposal Submission Requirements

Only electronic proposal documents, in PDF format, are to be accepted by email to firechief@wainfleet.ca

The electronic submission filenames should include the proposal name and the firm's name as shown in the following example:

- **FS-STN-2021-001_YourFirmName-ENV1-RFP.pdf**
- **FS-STN-2021-001_YourFirmName-ENV2-FEES.pdf**

The proposal should include items listed hereunder, but also include other considerations based on the Firm's understanding of the project. The Firm is also requested to propose a work plan which addresses the tasks outlined in these Terms of Reference. All submissions shall include insurance as set out in the terms of this document.

All proponents are requested to strictly adhere to the following instructions regarding the submission of proposals:

All proposals must be submitted to:

- firechief@wainfleet.ca
- By December 1, 2021 at 2 PM EST
- File Names:
 - **FS-STN-2020-001_YourFirmName-ENV1-RFP.pdf**
 - **FS-STN-2020-001_YourFirmName-ENV2-FEES.pdf**

One original copy of the Proposal, must be submitted by email to firechief@wainfleet.ca, **NO LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME Wednesday December 1, 2021** all in accordance with the attached Proposal Document. All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official, and emailed to firechief@wainfleet.ca

Time will be determined in accordance with the time clock on the Fire Chief's computer at 31940 Highway 4, Wainfleet, Ontario.

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Proposals received later than the time specified will not be accepted. Please note that the Proponents are solely responsible to ensure that their submissions are received to the email address firechief@wainfleet.ca on or before the deadline. The Township will not accept any submission after this deadline, notwithstanding the reason for its late receipt.

Please also note that in the event of any question regarding the timely receipt of any submission, the time on Fire Chief's computer will absolutely prevail over any other time piece, regardless of any discrepancies between the time on the computer and the actual time.

Request for proposal documents received after the specified closing time will not be considered.

3.4 Two Envelope/Electronic File (PDF Format) Process

Proposals should be submitted in accordance with the instructions set out in this RFP. Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please do **NOT** include any financial information in Envelope/File 1 – Proposal.

Envelope/Electronic File #1 shall contain:

FS-STN-2021-001_YourFirmName-ENV1-RFP.pdf

- a) One searchable and not locked original (prominently marked "Original") of the Proposal including Appendices B – Form of Offer and D – References.
- b) Any addenda; and

Envelope/Electronic File #2 shall contain:

FS-STN-2021-001_YourFirmName-ENV2-FEES.pdf

- a) One (1) original (prominently marked "Original") of Appendix C – Summary of Fees and Disbursements.
- b) Time-task cost breakdown, one(1) original

Proposals submitted in any other manner may be subject to disqualification. In the event of a conflict or inconsistency the "**original**" version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser's address, Proponent name and contact person.

All Proposals must be legibly signed by an authorized officer. In addition, officers are requested to attach to their Proposal, a covering letter detailing any features of their company that they feel should be taken into consideration when evaluating Proposals.

Following the expiry of the deadline date for submissions, all Proposals will be evaluated and the successful respondents, if any, will be notified following Council acceptance of the Proposal.

Please note that the Proponents are solely responsible to ensure that their submissions are received at the email address firechief@wainfleet.ca on or before the deadline. The Township

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will not accept any submission after this deadline, notwithstanding the reason for its late receipt.

LATE OR MISDIRECTED PROPOSALS WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE RESPONDENT. SUBMISSIONS BY FACSIMILE WILL NOT BE ACCEPTED

3.5 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- The Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP

3.6 Proposal Receipt by Purchaser

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by on or before the Proposal Submission Deadline

3.7 Submission Procedures

The following policy regarding the submission of Proposals and the Proposal opening procedures will be applicable. Proponent must adhere strictly to the instructions concerning submission.

3.7.1 Signatures

Proposals should include all required pages and must be signed by the Proponent, in ink, where stated on Appendix B: Form of Proposal page(s) and on any other pages so stated.

3.7.2 Forms

Proposals received without the signed Appendix B: Form of Proposal completed and all signed Addenda as issued by the Township may be rejected. The signed Appendix B: Form of Proposal and any posted addenda to this RFP must be included in the Proposal envelope.

3.7.3 Opening

Proposals will be opened after 2:00 p.m. the same day the Proposal closes in a Proposal opening meeting to be held in Committee Room #2, Lower Level, Township Hall or an alternate room, location to be confirmed by Township Clerk's Department staff. Due to Covid-19, the opening will NOT be open to the public or proponents. The Total Proposal Price only (including HST) will be announced for each Proposal opened.

3.7.4 Amendments

Any erasures, alterations or cross-outs must be initialed in ink by the Proposal. Failure to do so may result in the rejection of the Proposal's Proposal submission by the Township.

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4. EVALUATION OF PROPOSALS

4.1 General

At the close of the Proposal call, all Proposals will be evaluated by a committee of staff members from fire service, and administrative personnel. Vendor selection will be based on the vendor providing the greatest overall benefit to the Township of Wainfleet and will include the vendor's compliance in meeting the requirements.

All proposals will be initially reviewed and assessed based on non-cost criteria. Proposals will be evaluated on the basis of relevant information as listed in 3.4.

The above evaluation will occur for all pricing components for each Eligible Proponent.

Subsequently, the Township may require some proponents to provide an oral presentation in support of their proposal to exhibit or otherwise demonstrate the information contained therein. The oral presentations shall be scored and form part of the Proponent's proposal.

All proposals shall become the property of the Township of Wainfleet. All costs associated with the preparation of the Proposal will be the responsibility of the vendor and will not be recoverable from the Township of Wainfleet.

Vendors may be contacted to explain or clarify their proposals however, they will not be permitted to alter information as submitted. A proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) will be reviewed.

Short-listed vendors may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the first ranked vendor determined.

References, credit checks, or any other type of information that will aid the Township in its selection may be obtained. The Township reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The Township reserves the right to reject proposals in accordance with the criteria/method outlined in the RFP in its sole and absolute discretion. The Township reserves the right to select and retain the vendor it deems most appropriate for the work at its sole and absolute discretion.

By responding to this RFP, the respondents agree that the decision of the Township is final and binding.

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4.2 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

4.2.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all mandatory requirements may be subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

4.2.2 Stage II – Rated Requirements

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements. These rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in Section 3.3.1, in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

4.2.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix C.

4.2.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

4.2.5 Stage V - Tie Break

At this stage, where two (2) or more Proposals achieve a tie score on Completion of the evaluation process, the Purchaser shall break the tie by selecting the Proponent with the highest score in Stage III – Pricing as the Preferred Proponent.

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4.3 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must include the following two (2) mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer (Envelope 1)
Appendix C	Rate Bid Form (Envelope 2)

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

4.3.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

(b) General

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

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4.3.2 Rate Bid Form – Appendix C (Mandatory Form)

Each Proposal must include the Rate Bid Form, completed and signed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. REF Section 2.14.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

4.3.3 Insurance

Prior to commencement of this Contract, and for the entire duration thereof, the successful Proponent shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Purchaser. Evidence of such insurance shall be provided to The Corporation of the Township of Wainfleet in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Contract and annually thereafter for the duration of the Contract and as otherwise specified below.

- A.** Commercial General Liability insurance policy insuring against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor, with a minimum limit of \$2,000,000 per occurrence / \$4,000,000 aggregate. This policy shall include, but not be limited to:
- 1) Naming “The Corporation of the Township of Wainfleet” as an Additional insured,
 - 2) Cross Liability / Severability of Interests clause
 - 3) Contractual Liability
 - 4) Minimum thirty (30) days’ written notice of cancellation or non-renewal to The Corporation of the Township of Wainfleet
 - 5) Products / Completed Operations Hazard (sale of goods (including food / beverage), completion of projects)

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4.4 Stage II – Evaluation of Rated Requirements

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further. Rated requirements will be evaluated and, where applicable, Proponents may be required to achieve a minimum score in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents’ experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

4.4.1 Rated Requirements

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponent’s understanding of the Purchaser’s business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out below.

The following is an overview of the point allocation and minimum score requirements, if any, for the rated requirements of this RFP (N/A denotes – not applicable):

Rated Requirement Components	Point Allocation	Minimum Score Required
Experience, Qualifications and Resources	250	
Methodology and Approach	250	
References	100	
Total Points	600	500

4.4.1.1 Experience, Qualifications and Resources

Each proponent should provide the following in its proposal - a brief description of the proponent:

- a) Name and qualifications of the designated Project Manager and any back-up;
- b) The proponents project organization chart for this project outlining the Project Team and their role in the project
- c) The roles and responsibilities of the proponent and any of its agents, employees and sub- contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise; and demonstrated successful performance providing project management services similar in size, scope and complexity to sports and/or recreation clients.

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4.4.1.2 Methodology and Approach

Each proponent should describe its/their approach to fulfilling the responsibilities of this work, including:

- a) Understanding project requirements, implementation, and follow-up;
- b) Ability to meet project specifications, deliverables and objectives, construction risk management, adherence to scope, quality control, schedule and budget in fact of unknown conditions and external factors;
- c) Identification of project risks, management and mitigation measures;
- d) Change management;
- e) Budgeting and decision-making protocols; and
- f) Communications management.

4.4.1.3 References

The proponent shall provide at least two (2) references (names and contacts) relevant to the role for which the proponent is being proposed and for work that has been successfully completed by the proponent within the past seven (7) years.

4.5 Stage III – Pricing

Only at the completion of all rated requirements for all Eligible Proposals will the envelope containing Appendix C – Rate Bid Form be opened. The Purchaser will not accept pricing assumptions.

After Envelope 2 is opened and prior to evaluation of pricing, the time-task cost breakdown will be reviewed to confirm each proponent has not significantly under estimated the effort needed to complete the design tasks in this project.

No points will be contemplated; this is a simple QA/QC step in the Township’s evaluation process.

Finally, some proposals will be further assessed incorporating costs and a preferred proposal will be determined. Please note that not all cost envelopes will necessarily be opened.

The table below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for proposed pricing on the Summary of Fees and Disbursements Rate Bid Form:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×300	300
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×300	240
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×300	150

The above evaluation will occur for all pricing components for each Eligible Proponent.

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4.6 Stage IV – Cumulative Score

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to the express and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A.

4.7 Stage V - Tie Break Process

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by selecting the proponent with the highest score in Stage III – Pricing as the Preferred Proponent.

4.8 Discussions with Preferred Proponent

Subject to the requirements outlined with this section, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to fifteen (15) Business Days after being notified of the award to set a date for the pre-construction meeting after which an additional fifteen (15) Business Days will be granted for contract signing and approval

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

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5. TERMS & CONDITIONS

5.1 Timetable

The Township of Wainfleet reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the Township.

Benchmark	Scheduled Date
Release of Proposal	November 22, 2021
End of Questions/Inquiries	November 24, 2021
Final Addenda Issued	November 26, 2021
Proposal Closes:	December 1, 2021 not later than 2:00:00 PM local time

NOTE: *all times specified in this RFP timetable are local times in Wainfleet, Ontario, Canada.*

The Township of Wainfleet reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any vendor, including, without limitations, any expenses incurred in the preparation of the submission

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline. In the event a change is made to any of the above dates, the Purchaser will post any such change on the Township's website.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion. In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

5.2 Proponent Information Session

While **NO** formal Proponent Information Session has been scheduled, it remains the bidder's responsibility to satisfy themselves as to all requirements related to this project. As no claim for extra payment will be allowed for work or difficulties encountered due to conditions which were visible or reasonably inferred prior to date of submission.

In order to enhance their understanding of this RFP, proponents are encouraged to submit questions to the RFP Coordinator. Any responses to these written inquiries will be issued in an addendum on the Township' website and may be emailed to all proponents

5.3 Proponents to Follow Instructions

Proponents should structure its Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

5.4 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

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5.5 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda.

Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP

5.6 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

5.7 Communication after RFP Issuance

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided however, that all questions are received no later than Friday, January 8, 2021 at 4:00 p.m., the Township will respond to any inquiries submitted by the respondent through:

William Kolasa Chief Administrative Officer Council Liaison	Morgan Alcock Fire Chief/CEMC Internal Project Team Lead
Township of Wainfleet wkolasa@wainfleet.ca TEL: 905-899-3463 ext. 223	Wainfleet Fire & Emergency Services malcock@wainfleet.ca TEL: (905) 899-3463 Ext. 274

No information given verbally by the Township or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Vendors are cautioned to secure clarification on the Proposal information PRIOR to submitting a proposal.

Any Vendor found to be in communication with other than the persons named in the bid document may result in the Township disqualifying the vendor's bid or any future bids from consideration.

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- Any employee or agent of the Purchaser (other than the RFP Coordinator)
- Any member of the Evaluation Team
- Any expert or advisor assisting the Evaluation Team
- Any member of the Purchaser's Council

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5.8 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than RFP Coordinator. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

5.9 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 5.8 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents. Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 5.8 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 5.8 of the this RFP

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5.10 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda posted on the Township's website. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser. Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchase. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

5.11 Right to Accept or Reject Submissions

The Township has the right to:

- (i) Accept or reject any or all of the Proposals;
- (ii) If only one Proposal is received, elect to reject it; or
- (iii) Elect not to proceed with the project as it so determines in its sole and absolute discretion.

5.12 Receipt Confirmation

Proponents will be requested to complete and return Appendix F by email to the RFP Coordinator

5.13 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

5.14 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

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5.15 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

5.16 Proponent's Proposals Retained by Purchaser

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

5.17 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 5.13, a Proposal shall be irrevocable by the Proponent for forty five (45) Days from the Proposal Submission Deadline

5.18 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

5.19 Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the Township to the respondent

5.20 Amendments to RFP

The Township shall have the right to supplement, modify, amend or revise any provision of this RFP or issue any addendum at any time prior to the Proposal Submission Deadline. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

5.21 Opening

Proponents are advised that the purchaser will schedule an opening shortly after the Proposal Submission Deadline as set out in Section 5.1., however due to Covid-19, the opening may not be open to the public or proponents.

Following the opening, only the names of the proponents submitting a response to the RFP will be made available.

The Township may, at any time, make public the names of all respondents. Additional information may be released in accordance with the **Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31**, as amended. Any proprietary or confidential information contained in the quotation should be clearly identified.

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5.22 Clarification of Proponent's Proposals

The Township reserves the right to at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal

The Township may choose to meet with some or all of the respondents to discuss aspects of their respective Proposal.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

The Township may require respondents to submit supplementary documentation clarifying any matters contained in their Proposal and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the Township and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the Proposal of that respondent. After the time and date set for receipt of Proposals, only the supplementary documentation specifically requested by the Township for the purpose of clarification shall be considered as part of a Proposal. The Township is not obliged to seek clarification of any aspect of a Proposal.

5.23 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

5.24 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3 will form a part of the evaluation process.

5.25 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

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5.26 Exclusivity of Contract

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

5.27 Substantial Compliance

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

5.28 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

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6. EXECUTION OF AGREEMENT

6.1 General Terms and Conditions of the RFP

The Township does not bind itself to accept any Proposal and may proceed as it, in its sole discretion, determines, following receipt of the Proposals. The Township reserves the right to accept any Proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's quotation.

If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage. If revisions or additional data are necessary after the closing date for Proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their Proposal.

6.1.1 Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Township and the successful respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the Township has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the successful respondent's proposal without offering the other respondents, the right to amend their proposals.

6.2 Preparation of Proposals

It is the intent of the Township of Wainfleet to enter into an agreement for professional Project/Construction Management Services. However, award of this contract is conditional on the Council of the Township of Wainfleet approving funds for this project, Environment and Archaeological Assessments, and Severance of the proposed property. All costs and expenses incurred by the respondent relating to its Proposal will be borne by the respondent. The Township is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

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6.3 Execution of Agreement, Notification and Debriefing

6.3.1 Selection of Proponent

The Township of Wainfleet Purchasing and Tendering Policy will be followed for appointment of this project

The Township of Wainfleet will only contract for Project/Construction Management services with one (1) primary consultant. The respondent is required to stipulate the name of sub-consultants (if any) to be used, in the quotation submission.

The Purchaser anticipates that Proponents will be selected within fourteen (14) business days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP containing an upset limit clause and satisfy any other applicable conditions of this RFP within five (5) Business Days of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser may consider such requests for clarification.

6.3.2 Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's quotation and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection. Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the Township to execute documentation as aforesaid up to sixty (60) days following the date of submission of their quotation.

6.3.3 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within ten (10) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

6.3.4 Notification to Other Proponents of Outcome of RFP Process

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

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6.3.5 Debriefing

Any proponent has up to sixty (60) Days following the date of posting of a contract award notification to contact the RFP Coordinator in writing and request a debriefing from the Purchaser.

The Purchaser is under not duty to disclose submission information from other Proponents. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities.

Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

6.3.6 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser with respect to any material aspect of the RFP process, and subject to having attended a debriefing, the proponent has up to ten (10) Days following the debriefing to contact the RFP Coordinator and submit a protest in writing to the Purchaser.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.
-

6.4 Prohibited Communications, Confidential Information and FIPPA

6.4.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

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6.4.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

6.4.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal. If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

6.4.4 Personal Information

Personal Information shall be treated as follows:

- Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

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6.4.5 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

6.4.6 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act (Ontario), applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

6.4.7 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

6.4.8 Trade Agreements

Proponents should note that procurements coming within the scope of Trade Agreements are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

6.4.9 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

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6.5 Reserved Rights and Governing Law of the Purchaser

6.5.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- a) Make public the names of any or all Proponents
- b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- d) Verify with any Proponent or with a third party any information set out in a Proposal.
- e) Check references other than those provided by Proponents.
- f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- j) Accept or reject a Proposal if only one (1) Proposal is submitted.
- k) Reject a subcontractor proposed by a Proponent within a consortium.
- l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - iv. The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement

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- v. The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
 - vi. The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - vii. The Proposal prices exceed the funds available for the Services, or
 - viii. The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
 - o) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
 - p) By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

6.5.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within ten (10) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licenses, and approvals required pursuant to this RFP.

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6.5.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

6.5.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

6.5.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

6.5.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

6.5.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

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7. INSURANCE

Prior to commencement of this Contract, and for the entire duration thereof, the Proponent shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to The Corporation of the Township of Wainfleet. Evidence of such insurance shall be provided to The Corporation of the Township of Wainfleet in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Contract and annually thereafter for the duration of the Contract and as otherwise specified below.

The Proponent agrees, if awarded the Provisional Contract Administration and Inspection component, to additionally obtain and maintain the following insurance coverage:

1. **Professional (Errors and Omissions) Liability** with a minimum limit of \$2,000,000 per claim / \$4,000,000 aggregate. If written on a claims-made form, such insurance must be kept in force for a minimum of two (2) years following the completion / termination of the Agreement.
2. **Commercial General Liability** insurance policy insuring against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor, with a minimum limit of \$2,000,000 per occurrence / \$4,000,000 aggregate. This policy shall include, but not be limited to:
 - i. Naming The Corporation of the Township of Wainfleet as an Additional insured,
 - ii. Cross Liability / Severability of Interests clause
 - iii. Contractual Liability
 - iv. Minimum thirty (30) days' written notice of cancellation or non-renewal to The Corporation of the Township of Wainfleet
 - v. Products / Completed Operations Hazard (sale of goods (including food / beverage), completion of projects)
 - vi. Sudden and Accidental Pollution with 120-hour reporting (use of chemicals, fuel, or other potential pollutants; no risk of gradual impairment)
3. **Non-Owned Automobile Liability (SPF6)** with a minimum limit of \$2,000,000 per occurrence
4. **Owned Automobile (OAP 1)** Statutory coverages (third party liability, accident benefits, direct compensation property damage, and uninsured automobile) for all licensed vehicles owned or leased by the Contractor used in the execution of this Agreement, with a minimum limit of \$2,000,000 per occurrence.

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8. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

The Purchaser is committed to the highest possible standards for accessibility. Proponents must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities.

Proponents are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

APPENDIX 'A' -
STANDARD FORM OF
AGREEMENT

**The Corporation of the Township of Wainfleet
Request for Proposal for Project/Construction Management Services for the
Fire & Emergency Services Central Station**

AGREEMENT FOR PROJECT/CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT made in triplicate this _____ day of _____ 2021

-B E T W E E N-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

31940 Highway 3
Wainfleet, Ontario, L0S1V0

Hereinafter called the "Township" (of the first part)

THE PARTY OF THE FIRST PART

-AND-

Hereinafter called the "Proponent"

THE PARTY OF THE SECOND PART

WHEREAS the "Township" intends to design and develop construction documents Hereinafter called the "Project" and has requested the Proponent to furnish professional services in connection therewith;

AND WHEREAS on December _____, 2021 the Proponent submitted a bid in response to the RFP (the "Bid");

AND WHEREAS the Township wishes to enter into an agreement with the Proponent for the services, as more particularly described in the RFP and the Bid, attached hereto as Schedule "A" and forming part of this Agreement (the "Services");

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Township and the Proponent mutually agree as follows:

ARTICLE 1. DEFINITIONS

1.1 AGREEMENT – is this Prime Agreement for professional services including all Schedules and Appendices annexed hereto.

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- 1.2** **CONSULTANT** – shall mean qualified and licensed professionals and specialists, other than the Proponent, engaged by the Township directly.
- 1.3** **CONTRACTOR** – is the party contracting with the Township for the provision of labour, materials and equipment for the execution and quality control of the Work.
- 1.4** **CONTRACT** – is the agreement between the Township and the Contractor for the provision of labour, materials and equipment for the execution of the Work by the Contractor.
- 1.5** **CONTRACT DOCUMENTS** – shall comprise all documents relating to the Project, issued by or through the Proponent, including the plans, drawings, specifications and schedules, and all variations and modifications thereto approved by the Proponent.
- 1.6** **CONTRACT TIME** – shall refer to the projected date for Substantial Performance of the Contract agreed to between the Township and the Contractor in the Contract.
- 1.7** **FIELD SERVICES** – shall mean applying such selective sampling procedures at the Project site as the Proponent, in his sole professional discretion, considers necessary to enable him to ascertain whether the Contractor is carrying out the Work in general conformity with the design concept for the Project.
- 1.8** **PROJECT** – shall refer to the Project described in the recital clauses to this Agreement.
- 1.9** **PROPONENT** – Shall refer to the successful candidate/firm for delivery of Project/Construction Management Services
- 1.10** **SERVICES** – shall mean the Proponent’s duties and responsibilities to the Township as set forth in Article 4.
- 1.11** **SITE** –shall include the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.
- 1.12** **SUBSTANTIAL PERFORMANCE** –shall mean that the Work is ready to be used or is being used for the purpose intended, and is so certified by the Proponent.
- 1.13** **SUB-CONSULTANT** – shall mean any registered professional engineers, Proponents or other specialists engaged in connection with the Project.
- 1.14** **TOTAL PERFORMANCE** – shall mean that the entire Work has been performed to the requirements of the Contract Documents, and is so certified by the Proponent.
- 1.15** **WORK** – is the totality of all labour, materials and equipment used or incorporated into the Project by the Contractor pursuant to the Contract Documents.

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- 1.16 UPSET LIMIT** – shall mean the maximum amount of fees and disbursements that the Proponent may charge the Township for work under this agreement unless otherwise agrees in writing.

ARTICLE 2. GENERAL CONDITIONS

2.1 Ownership of Documents

All plans, drawings, specifications, designs, construction data and documents prepared by the Proponent shall be and remain the property of the Township.

The Proponent may with the consent of the Township, which consent shall not be unreasonably withheld, publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Works.

The Proponent does not assume any responsibility in the event the Township uses or permits the use of such documents for other works not described in the Proponents Agreement without the Proponent's prior written consent.

2.2 Confidential Data

The Proponent shall not divulge any confidential information communicated to or acquired by him or her disclosed by the Township in the course of carrying out the services provided for herein. No such information shall be used by the Proponent on any other project without approval in writing by the Township.

This requirement shall not prohibit the Proponent from acting to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public or Township, provided that the Proponent notifies the Township of his or her intent to so act or report.

2.3 Insurance

The Proponent shall supply to the Township a summary of insurance coverage presently being maintained by the Proponent including but not limited to Professional Liability Insurance, Comprehensive General Liability and Automobile Insurance. Such summary shall include the name of the Insurance Company, type of insurance and amount of such coverage.

If the Township requests that the amount of coverage of the Proponent's Insurance be increased or special insurance be obtained for this Project then the Proponent shall co-operate with the Township to obtain such increased or special insurance coverage at the Township's expense.

It is understood and agreed that the coverage provided by either of those policies named in the aforementioned summary or specially required will not be changed or amended in any way nor cancelled by the Proponent until sixty (60) days after written notice of such changes or cancellations has been delivered to the Township.

The Township also warrants that the Proponent shall be made an additional insured under the General Contractor's general liability insurance policy.

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2.4 Dispute Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.
- Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Proponent or representative and the Township or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Proponent.
- The award of the arbitrator shall be final and binding upon the parties.
- The provisions of the Ontario Arbitrations Act, shall apply.
- Construction agreement between the Township and the Contractor shall follow same process of dispute resolution.

2.5 Successors and Assignment

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

If a party to this Agreement who is an individual should desire to bring in a partner or partners or if a party which is a partnership should desire to bring in a new partner or partners to share the benefits and obligations of this Agreement, they may do so by properly notifying the other party in writing of such intended action.

If a party to this Agreement is a partnership, and a partner thereof either dies or retires then the remaining parties therein shall form a new successor partnership to share the benefits and obligations of the Agreement.

Except as aforesaid, neither party shall assign this Agreement without the proper consent in writing of the other.

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2.6 Termination and Suspension

The Township may at any time by notice in writing to the Proponent suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Proponent shall perform no further Services other than those reasonably necessary to close out the Proponent's Services. In such event the Proponent shall be paid by the Township for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

If the Township is in default in the performance of any of the Township's obligations set forth in this Agreement, then the Proponent may, by written notice to the Township, require such default be corrected. If, within thirty (30) days of receipt of such notice, such default shall not have been corrected the Proponent may immediately terminate this Agreement. In such event the Proponent shall be paid by the Township for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

2.7 Records and Audit

In order to provide data for the calculation of fees on a time basis, the Proponent and the sub-consultants shall keep a detailed record of the hours worked by and the salaries paid to the Proponent's staff employed on the Project.

The Township may inspect and audit the books, payrolls, accounts and records of the Proponent and the sub-consultants during regular office hours with respect to any item, which the Township is required to pay on a payroll multiplier bases as a result of this agreement.

The Proponent, when requested by the Township, shall provide copies of receipts with respect to any disbursements for which the Proponent claims payment under this Agreement.

2.8 Indemnification

2.8.1 The Proponent shall indemnify and save harmless the Township from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Township, the employees, officers or agents of the Township may suffer as a sole result of the negligence of the Proponent, the employees, officers or agents of the Proponent in the performance of this Agreement.

2.8.2 The Township agrees to hold harmless, indemnify and defend the Proponent from and against any and all claims, losses, damages, liabilities and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of hazardous materials or contaminants of any kind, excluding only such liability as may solely arise out of the negligence of the

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Proponent in the performance of consulting services to the Township within this project.

2.9 Contracting for Construction

The Proponent or any person, firm or corporation associated with or subsidiary to the Proponent shall not tender for any or all of the execution of the Project or have an interest either directly or indirectly in the construction of the Project without the prior written consent of the Township.

2.10 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Proponent is subject to the approval or review of an authority, department or agency other than the Township, the Proponent shall assist the Township in applying for those approvals typically required by law for projects similar to the one for which the Proponent's services are being engaged. This assistance relates to completing and submitting forms as to the results of certain work included in the scope of services. If required by the Approval Agency(is), the Proponent may with the approval of the Township in writing also provide additional services as needed, these to include, but not limited to, conducting special tests, performance of special research studies, preparation of special documentation, development and delivery of testimony.

The Township and the Proponent agree to discuss the scope of these additional services and the fees and expenses relating thereto before the Proponent performs them on the Township's behalf.

2.11 Changes and Alterations and Additional Services

After giving notice to the Proponent, the Township may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement and if such action by the Township necessitates additional staff or services, the Proponent shall be paid in accordance with Article 5 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Article 5 or as negotiated between parties whichever is lesser amount. In the case of a reduction in the requirement for services any reduction in the Proponent's fee will be subject to negotiation. No such change shall require the execution of a formal amendment to this Agreement.

If it shall become necessary for the Proponent to make any changes in any designs, drawings, plans or specifications for any part of the Project for reasons over which he has no control, or if the Proponent is put to any extra work, cost or expense by reason of any act or matter over which he has no control, the Township shall pay to the Proponent a fee for such changes or extra work calculated on a time basis in accordance with Article 5, provided

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that prior to the commencement of such changes or extra work, the Proponent shall notify the Township in writing of his intentions to make such changes or to carry out such extra work and that the Proponent shall keep separate cost records in respect to such changes or extra work. The extra work or charges will not be affected by the Proponent unless the Township first agrees in writing to the proposed work and a fee is negotiated to the satisfaction of the parties.

2.12 Plans, Specifications, Designs & Cost Estimates

Any and all plans, specifications, drawings and designs reviewed by the Proponent will be prepared on the assumption that all information supplied by the Township or on behalf of the Township by any person or persons other than the Proponent is correct and the Proponent shall not be liable for any loss or damage arising from any inaccuracy in such information.

The Township shall immediately notify the Proponent of any discrepancies or inaccuracies in such information as they become apparent

Construction cost estimates provided by the Proponent are opinions of probable construction costs based on the judgement of design professionals and are provided for the Township's general guidance. Cost estimates are contingent upon factors over which the Proponent has no control. Exact costs will be determined only when tenders have been received for the project.

2.13 Shop Drawing Review

The Township agrees that the Proponent shall review shop-drawing submissions solely for the conformance with the Proponent's design intent and conformance with information given in the construction documents. The Proponent shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programmes incidental thereto, all of which are the contractor's responsibility.

2.14 Observation of the Work

The Proponent will provide construction administration and field review services sufficient to control the work and the project and ensure construction is in compliance with the approved plans and specifications as detailed in Article 4.0.

2.15 Job Site Safety

The Proponent is responsible solely for his or her own and his or her own employees' activities on the job site, but this shall not be construed to relieve the Township or any construction contractors from their responsibility for maintaining a safe job site. Neither the professional activities of the Proponent nor the presence of the Proponent or his or her employees and subcontractors, shall be construed to imply the Proponent has any

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responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. The Township acknowledges that the contractor shall be deemed the constructor.

The Proponent shall be familiar with relevant safety policies regulations and procedures. In the event of non-compliance the Proponent shall advise the Contractor or Sub-Consultant and immediately notify the Township and the appropriate governing authority. Should the Proponent report what he deemed to be non-compliance to the appropriate authorities in error the Township would save harmless the Proponent if in fact the Ministry of Labour overruled the Proponent and a claim for delay was filed from the Contractor.

2.16 Emergencies During Construction

In the event of any emergencies during construction which, in the opinion of the Proponent, requires immediate action in the Township's interests, the Proponent shall have the authority to issue such orders and to take such steps on behalf, and at the expense of the Township as he shall deem necessary or expedient.

2.17 Administration and Co-ordination

The Proponent's administration and co-ordination functions provided herein shall pertain only to the extent that the services contemplated in Article 4 have been rendered on the project.

Authority for general co-ordination of the Project shall reside in the Proponent only to the extent provided for in this Agreement.

All notices, instructions, requests, claims or other communications by the Contractor, by the Consultants or by the Township to one another shall be made by or through the Proponent.

The Proponent shall make decisions on all claims of the Township and of the Contractor, and on all matters relating to the interpretation of the Contract Documents, all in accordance with the requirements of the Contract Documents.

No acceptance or approval by the Proponent of the Work or of the services of the Contractor or the Consultants, whether expressed or implied, shall relieve the Contractor or the Consultants from their responsibilities to the Township for the proper performance of such Work or services, and further, the Proponent shall not be responsible to the Township or the Contractor or the Consultants for the means, methods, techniques, sequences, procedures and use of equipment, of any nature whatsoever, whether approved by the Proponent or not, which are employed by the Contractor or by the Consultants in executing or designing any phases of the Project, or for placing into operation any plan or equipment, or for safety precautions and programs incidental thereto.

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2.18 Contract Time Estimates

The parties expressly acknowledge and agree that the Contract Time estimates provided by the Proponent to the Township under this Agreement are subject to change and are contingent upon factors over which the Proponent has no control. The Proponent does not guarantee the accuracy of such estimates. The Proponent will endeavour to adhere to said schedules in a "timely manner" and will provide notice to the Township as soon as such factors arise.

2.19 Certifications by the Proponent

The Proponent's certification functions provided for shall pertain only to the extent that the services contemplated in Article 4 have been rendered on the project.

The Proponent shall issue certifications as set forth in Article 4 only where Field Services have been performed by the Proponent as defined in Article 1.7, have been performed by the Proponent, or should have been performed by the Proponent in the normal course of their duties hereunder, as set for the in the proposal for Project/Construction Management Services prepared by the Proponent dated _____ and attached hereto.

2.20 Building Codes and By-Laws

The Proponent shall, reasonably interpret building codes and by-laws as they apply to the Project, but it is expressly acknowledged and agreed by the Township that as the Project progresses, the interpretation of building codes and by-laws by any public authority may differ from the interpretation of the Proponent, through no fault of the Proponent, and any extra cost necessary to conform to the interpretation placed upon the codes and by-laws or to confirm to changes or differences in interpretation by such authorities during or after execution of the Work will be paid by the Township in the event that the Proponent has received a prior approval or authorization from such authorities in respect of such interpretations.

2.21 Notices

All notices required by this Agreement to be given by either party shall be deemed to be properly given and received if made in writing to the other party by certified mail or facsimile, addressed to the regular business address of such other party.

2.22 Entire Agreement

This Agreement constitutes the sole and entire agreement between the Township and the Proponent relating to the Project, and no other terms, conditions or warranties, whether expressed or implied, shall form a part hereof.

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2.23 Hazardous Materials

It is acknowledged by both parties that the Proponent's scope of services does not include any services related to hazardous or toxic materials. In the event the Proponent or any other party encounters hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Proponent's services, the Proponent may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Township retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Township agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Proponent, his or her officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defence costs, resulting or accruing to any and all persons, firms and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the job site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, unless the breach of contract or warranty, tort, strict liability or otherwise be as a result of the actions or caused by fault of the Proponent, his or her officers, partners, employees, agents or consultants.

2.24 Voluntary Partnering

The Township will encourage participation in a formalized Partnering process that involves the Township, the Proponent and the Contractor. This partnering relationship will be structured to draw on the strengths of each organization to identify and achieve common goals. The objectives are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with drawings and specifications and without litigation.

Participation in partnering will be totally voluntary and all participants will have equal status. Any costs associated with partnering will be agreed to in advance by all parties.

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ARTICLE 3. RESPONSIBILITIES OF THE TOWNSHIP

The Township shall:

- 3.1** Make available to the Proponent all relevant information required by the Proponent, and shall instruct the Proponent fully as to the Township's requirements including design objectives, constraints and criteria, special equipment and systems, site requirements and construction budget. Unless otherwise advised, the Proponent shall be entitled to rely upon the accuracy and completeness of all such information and the data furnished through the Township or the Township's Consultants, whether such Consultants are engaged at the request of the Proponent or not.
- 3.2** When so required by the Proponent, engage Consultants directly to perform services necessary to enable the Proponent to fully carry out his or her duties, such services to include but not be limited to a legal survey of the site, site services data, geotechnical reports and appropriate testing. The Consultant so engaged shall carry Professional Liability Insurance in a minimum amount of \$500,000 per occurrence and be satisfactory to the Proponent.
- 3.3** Give the Proponent authority to act as his or her agent in all matters falling within the scope of the Proponent's services.
- 3.4** Promptly review all documentation submitted by the Proponent, and inform the Proponent of his or her decisions in time for the orderly progress of the Proponent's services and of the work.
- 3.5** Obtain all required consents, approvals and licenses and permits from authorities having jurisdiction.
- 3.6** Arrange and make provision for the Proponent's entry and access to public and private property and Project site in the performance of his or her duties.
- 3.7** Arrange and pay for tender advertising, application fees, and any necessary legal, financial or insurance counselling services required for the Project.
- 3.8** Designate in writing a representative to have authority to transmit instructions to and receive information from the Proponent and, in the event the said representative is changed, advise the Proponent immediately of such change.
- 3.9** Immediately notify the Proponent whenever the Township or the Township's representative become aware of a defect or deficiency in the work or the Contract Documents.
- 3.10** Use its best efforts to include the Proponent as an additional insured under the General Contractor's Public Liability insurance policy.
- 3.11** Not enter into Contracts in connection with the Project, which describe duties and responsibilities of the Proponent which are inconsistent with the duties

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and responsibilities of the Proponent provided for in this Agreement, without obtaining the Proponent's prior written agreement thereto.

- 3.12** Co-operate fully and expeditiously with the Proponent in securing the required approvals and in adhering to the proposed schedule.
- 3.13** Contract with only those Contractors who have demonstrated, on similar projects, the knowledge, skill, experience and business expertise to construct the works pursuant to the Engineer's designs and specifications.

ARTICLE 4. - SERVICES PROVIDED UNDER THIS AGREEMENT

4.1 General

The Proponent shall render Services to the Township "in a timely manner" under this Agreement with that degree of care, skill and diligence normally provided in the performance of Services in respect of Projects of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered.

ARTICLE 5. FEES AND DISBURSEMENTS

5.1 Basis of Payment

5.1.1 Fees

5.1.1.1 The Township shall pay the Proponent a fee to the upset limit, as shown in the Summary of Fees and Disbursements, appended as Schedule 'A', for the services described in Article 4.

5.1.1.2 All time expended on the assignment, whether in the Proponent's office, at the Township's premises, or elsewhere, and including travel time, shall be chargeable. This also included, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, specifications and correspondence directly relating to the Project. All time expended shall be subject to the upset limit.

5.1.2 Fee for Additional and Special Services

The fee for Additional and Special Services provided by the Proponent, if any, shall be calculated on a time basis. Additional and Special Services, if any, and the corresponding fees payable, shall be clearly itemized under Schedule 'B' attached to this Agreement (if applicable).

5.1.3 Expenses and Disbursements

5.1.3.1 The Proponent shall be reimbursed for all expenses properly incurred by him in connection with the Project including, but not limited to, automobile mileage, reasonable travelling and living expenses, long distance telephone and facsimile charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special

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delivery, courier and express charges, overtime premium payments and the cost of maintaining site offices, supplies, equipment and computer usage, to the upset limit set out in Schedule 'A'.

5.1.3.2 Computer services, except where a computer is used for design under the percentage fee scale or for the Proponent's normal office administration, shall be considered a reimbursable expense, to the upset limit set out in Schedule 'A'.

5.1.3.3 The Proponent shall also be reimbursed at cost plus a charge of 10% of such cost as an administrative charge for approved special consultations such as sub-surface investigations, legal surveys and chemical and physical tests and sub-consultants, to the upset limit set out in Schedule 'A'.

5.2 Terms of Payment of Fees

5.2.1 The Proponent will forward an invoice for his services monthly. Payment of fees and disbursements in Canadian dollars is due within 30 calendar days upon receipt of invoice by the Township.

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IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

PROPONENT

(seal)

TOWNSHIP

(seal)

APPENDIX 'B' - FORM OF OFFER

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APPENDIX B – FORM OF OFFER

Each Proposal must include this form completed and signed by the Proponent.

To: The Corporation of the Township of Wainfleet

1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
<p>If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must:</p> <ul style="list-style-type: none"> • Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.9 of this RFP). • Describe the consortium members. • Describe the contingency plan if a consortium member is no longer part of the consortium. 	

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2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in the Summary of Fees and Disbursements.

3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.

4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4	Yes, Enclosed
Appendix B – Form of Offer	File/Envelope 1	
Appendix C – Summary of Fees and Disbursements	File/Envelope 2	

5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

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6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for forty five (45) Days following the Proposal Submission Deadline.

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage as set out in Section 12 and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario).

Additional Insurance

It shall be the sole responsibility of the Proponent to determine what additional insurance coverage, if any, shall be necessary and advisable for its own protection and/or to fulfill its obligations under the Agreement. Any such additional insurance shall be provided and maintained by the Supplier at its own expense.

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9. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.7 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

10. Safety Pre-Qualification Warranty and Acknowledgement

The requirement for contract administration and inspection services is a provisional item which is dependent on Council approval, the availability of funding, as well as the successful proponent achieving "Pre-qualified" status under the Township of Wainfleet's Contractor Safety Program.

Representation and Warranty

(Insert Company name) _____ hereby represents and acknowledges that:

I/We, have reviewed the requirements for achieving "Pre-qualified" status under the Township of Wainfleet's Contractor Safety Program.

I/We, acknowledge and agree to achieve "Pre-qualified" status under the Township of Wainfleet's Contractor Safety Program, 45 days before Council considers the extension of this project to include contract administration and inspection services.

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ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the Township of Wainfleet and as such I/We solemnly provide this representation and warranty as if it were given under oath.

11. Execution of Agreement

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

I have authority to bind the Corporation	Date (dd/mm/yyyy):
Signature of Witness	Signature of Proponent Representative
Name of Witness	Name & Title of Proponent Representative

APPENDIX 'C' - RATE BID **FORM**

SUMMARY OF FEES AND DISBURSEMENTS

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Summary of Fees and Disbursements - to be submitted in File/Envelope 2.

The Township will not accept the proposal if this condition is not met. The Township Reserves the right to correct a proposal's fees and disbursements schedule containing mathematical errors. Consultants are to attach time-task cost breakdown as identified in Section 3. The Township reserves the right to undertake a portion of or all the project components. Use of the Contingency Allowance will be at the discretion of the Township of Wainfleet only.

All pricing to be provided in Canadian dollars.

Design Documentation	Fee
Construction Design & Document Review Phase Fees:	\$
Contractor Procurement & Tender Phase Fees:	\$
Construction Management & Inspection:	\$
Post Construction:	\$
Total Proposal Price (Design and Contract Admin), excluding HST (Upset Limit)	\$

HARMONIZED SALES TAX

The Contractor shall **NOT** include any amount in his/her tender price for the Harmonized Sales Tax (H.S.T.). Any amount to be levied with respect to the H.S.T. will be included as a separate item on the payment certificate. The appropriate H.S.T. levy will be paid to the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The Contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

H.S.T. Registration Number	
a)	Total Proposal Price (Upset Limit) \$
b)	Estimated Cost of Harmonized Sales Tax \$
c)	Total Contract Amount [(a) + (b)] \$

Name of Witness (Print)	Signature of Witness
Name & Title of Proponent Representative (Print)	Signature of Proponent Representative <i>I have the authority to bind the Corporation</i>
Company Name	Date

APPENDIX 'D' - PROPOSAL EVALUATION CRITERA

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Evaluation

The Proposal Analysis Group will read, review and evaluate each proposal and selection will be made on the basis of the Selection Criteria as depicted on the Proposal Evaluation scoring sheet contained herein. The category point score shall be multiplied by the category weight to obtain a category score. Category scores shall be totaled for the vendor's total score.

Once each member of the Proposal Analysis Group has rated each proposal and completed a proposal evaluation scoring form, a composite rating is developed which indicates the group's collective ranking of the proposals. A follow-up meeting may be conducted with the highest scoring vendor(s) and the Proposal Analysis Group to verify each vendor's capabilities in relation to their proposal submission and to insure the performance expectations of the vendor and service levels can be met. The vendor, which the Township of Wainfleet, in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

An evaluation team consisting of staff from the Township of Wainfleet will conduct an evaluation of the proposals. Proposals will be evaluated in accordance with the following criteria:

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Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified vendor's proposal.

Proposal Evaluation Table	
Rating	Description
10	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs.
8	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the City's needs.
7	Fully meets all requirements of the criterion
6	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3	Poor to Very Poor.
2	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory.
0	Does not satisfy the requirements of the criterion in any manner.

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VENDOR:			
COMMITTEE MEMBER:			
SIGNATURE:			
DATE:			
Proposal Evaluation Criteria	Weight	Points	Maximum Total
<u>Mandatory Submission Requirements 10%</u>	10	____/10	100
<u>Qualifications, Expertise and Performance on Similar Projects 25%</u> Past ability to successfully complete projects within timelines & budgets Stability and reputation of firm. Qualifications of technical support staff. Qualifications of senior staff/project manager.	10 5 5 5	____/10 ____/10 ____/10 ____/10	100 50 50 50
<u>Methodology and Approach 25%</u> Each proponent should describe its/their approach to fulfilling the responsibilities of this work, including: <ul style="list-style-type: none"> • Understanding project requirements, implementation, and follow-up; • Ability to meet project specifications, deliverables and objectives, construction risk management, adherence to scope, quality control, schedule and budget in fact of unknown conditions and external factors; • Identification of project risks, management and mitigation measures; • Change management; • Budgeting and decision-making protocols; and • Communications management. 	5 5 5 5 5	____/10 ____/10 ____/10 ____/10 ____/10	50 50 50 50 50
<u>References 10%</u> The proponent shall provide at least two (2) references (names and contacts) relevant to the role for which the proponent is being proposed and for work that has been successfully completed by the proponent within the past seven (7) years	5 5	____/10 ____/10	50 50
<u>Fees 30%</u> Fees are evaluated for completeness and efficiencies.	30	____/10	300
TOTAL POINTS			1000