

Municipality of Calvin

Request for Proposal – Bridges Guiderail Improvements

RFP PROPOSAL NO: RFP CAL-2021-02

Only Sealed Proposal will be received by:

Cindy Pigeau, Clerk Treasurer
Municipality of Calvin
1355 Peddlers Drive, R.R.#2, Mattawa, Ontario, P0H 1V0
(Tel.) (705)744-2700
(FAX)(705)744-0309

Technical Question will be answered by:

Antoine C. Boucher, P. Eng.
Acting Municipal Engineer
(Tel.) (705) 752-2740
(FAX)(705)752-2452

Proposal Closing Date: July 28th, 2021

Proposal Closing Time: noon

Proposal Opening Time: 12:15 p.m. July 28th, 2021

Proposal for: Providing Services for the replacement of existing deck barrier, approach guiderail and approved end treatments and transition connection.

Location: Peddler's Drive (Walley Bridge), Adams Road (Crothers Bridge), Homestead Road (Crosses Bridge) all in the Municipality of Calvin.

(Lowest or any proposal not necessarily accepted.)

RFP subject to the Municipal Procurement Policy.

Municipality of Calvin

Request for Proposal to construct in accordance with provided documents, supply, delivery and installation of deck barrier, approach guiderail and approved end treatments and transition connection for various bridges

RFP PROPOSAL NO CA-2021-02

The Schedule of Plans, Specifications and Special Provisions shall consist of the following:

- 1) This RFP Form.
- 2) Typical plans and Sketches attached.
- 3) A copy of the OSIM Report sections that pertains to the proposed work.
- 4) Imagery and summarized description of guiderail replacement per bridges.

WORK:

The Municipality of Calvin is requesting bidders to provide a cost to replace the existing guide rail system for three bridges in line with the basic requirements provided and submit a proposal complete the work in order to improve the safety of three bridges (last one remaining provisional).

This documentation provides information as a guideline about the project and the qualification requirements of prospective final product. Utilizing the proposal call process, the Municipality intends to receive proposals to complete the work ensuring a continuity from the road component to the bridge component, negotiate and enter into an agreement for the completion of the proposed work. This invitation is open to all experienced companies that meet or exceed the requirements contained herein.

The scope of work anticipates completion of the work in 2021, prior to winter season.

MUNICIPAL AGENT CONTACT

For clarification to any aspect of this Request for Proposal please contact Antoine Boucher, P.Eng. at 705-471-7729.

BACKGROUND

Presently, the guiderails, deck and approaches as well as end treat are sub-standard and need to be replaced.

OWNERS OBJECTIVE AND REQUIREMENTS

In conformance to funding requirements the purpose of this project is to provide new, safe reliable means for crossing of the Bridges by providing a proposal for the replacement of the existing deck and approaches guiderails with a system that meets Performance Level for Safety in line with the set parameters and ensuring a continuity between all components.

MINIMUM DESIGN STANDARDS

Guiderails are to be steel beam for all approaches. Deck must meet low traffic for posted speed. All material shall meet OPSS standards and construction shall be in accordance with these standards.

PROPONENT QUALIFICATIONS AND EXPERTISE

It is mandatory that the interested parties responding to this proposal call have appropriate expertise in undertaking and completing similar work.

PROPONENT STATEMENT OF UNDERSTANDING

The proponent must inspect the site and include in the submission an indication of the nature of the work involved and the approach to meeting all the objectives and any anticipated conflicts and problems related to the implementation of the Project. The proposal must demonstrate that the Proponent is familiar with the particular requirements to complete the project within the proposed price and timeline submission.

SUBMISSION REQUIREMENTS

The Proponent must submit a proposal with the following mandatory submissions requirements for review and consideration by the Municipalities Agent. Mandatory submittal requirements are:

1. Statement of Understanding,
2. Timeline from mobilization to completion
3. Warranty
4. Proposed unit cost breakdown of various components of each Bridge Guiderail
5. WSIB Rating Form, WSIB Certificate of Clearance

ALTERNATIVE PROPOSALS

Alternative proposals may be submitted and shall meet all OPSS standards.

UNACCEPTABLE WORK

Any work that does not comply with OPSS standards.

REJECTION/CANCELLATION OF SUBMISSIONS

The evaluation of proposals will be solely at the Municipality of Calvin’s discretion as they reserve the right to accept or reject any or all proposals in whole or in part submitted in response to this request for proposal whether or not a proposal includes the lowest proposal price. The Municipality further reserves the right, at any time to delete or modify terms or conditions included in this request for proposal, and to require all Proponents to advise The Municipality of Calvin of the effect on their proposal of any such changes, issue or second request for proposal, or decide on incomplete information, inaccurate or misleading information or if proposals are incompatible with The Municipality of Calvin desired approach to the project. The Municipality of Calvin also reserves the right to discontinue the evaluation process if in the sole determination of the Municipality proposals do not represent an agreement into which the Municipality is prepared to enter.

CLARIFICATION OF PROPOSALS

The Municipality is not obligated to seek clarification of material contained in a proposal, but reserves the right to do so. The Municipality may choose to obtain this clarification verbally, in writing, or in a face to face meeting. All requests for clarification will be documented by staff and forwarded to the Proponent. The Proponent must immediately respond within 24 hours to any disagreement with written points of clarification in writing. All information submitted in response to a request for clarification becomes part of the proposal.

NO COLLUSION

In participating in this request for proposal, the Proponent will not discuss or communicate, directly or indirectly, with any other proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their proposals. Each proponent proposal shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other proponent or servant, agent or representative thereof and each proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

ERRORS AND OMISSIONS

It is understood and acknowledged that while the request for proposal includes specific requirements, a complete review and recommendation is required. Minor items, not herein specified, but obviously required, shall be provided as specified. Any misinterpretation of the requirements within this proposal shall not relieve the successful Proponent of the responsibility of providing the services as aforesaid.

COST INCURRED BY PROPONENTS

All costs and expenses incurred by the Proponent relating to their submission and any negotiations with the Municipality of Calvin will be borne by the Proponent. The Municipality of Calvin is not liable to pay such costs or expenses or reimburse or compensate Proponent under any circumstances, including the rejection of any or all proposals.

PENALTY

The penalty for late completion will be \$250.00 per day based on the schedule of timelines submitted within the proposal to form part of the RFP.

HOLDBACK RELEASE

Subject to the Provisions of the Construction Lien Act, a 10% Holdback of all invoiced amounts shall become payable after 45 days from the date of advertisement of the substantial completion and the submission by the contractor of the following documents:

- 1) The sign off of the Builder and The Municipality of Calvin agent.
- 2) Completed Form 5 of the Construction Lien Act 1983.
- 3) Copy of the publication of the Substantial Performance Certificate in the Daily Commercial News.
- 4) Workers's Compensation Board Clearance Certificate

DISPOSAL

All surplus material is to be disposed of by proponent. Arrangements with the Municipality may be done to access their landfill site. The Municipality will sign off on what is surplus material, as they may want to re-use suitable material such as used steel beams for other projects.

INSURANCE AND BONDING

Insurance. The Recipient represents and warrants that it has, and shall maintain in full force and effect for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The commercial general liability insurance policy shall include the following:

- i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- ii) a cross liability clause;
- iii) contractual liability coverage; and
- iv) a 30 day written notice of cancellation, termination or material change.

Proof of Insurance. The Recipient shall provide the Municipality of Calvin with certificates of insurance, or other proof as may be requested by the Municipality of Calvin, that confirms the insurance coverage as provided for in Section 9.1. Upon the request of the Municipality of Calvin, the Recipient shall make available to the Municipality of Calvin a copy of each insurance policy.

POLICY NUMBER: _____ **INSURANCE CO:** _____

AMOUNT: _____ **EXPIRY DATE:** _____

Bonding. There is no performance bonding for this work.

BID BOND (Bid Security)

Bid Security in the amount of 10% shall be submitted with the Bid Form and be in the form of a Certified Cheque, Cash, Money Order, Bank Draft, Letter of Credit or Bid Bond made payable to "The Corporation of the Municipality of Calvin as security for the execution and delivery of the Contract. Failure to comply shall result in Bid disqualification. Bid Security retained shall not be cashed.

The Bid Security of all Bidders, except for the three (3) lowest Bidders will be returned within five (5) Working Days after the Bid opening date. The non-awarded Bidder's Bid Security will be returned upon the award and execution of the Contract to the successful Bidder.

The Bid Security will be returned to the successful bidder upon completion of the project.

SIGNING

The successful Bidder, if any, in the presence of the Procurement Officer/Treasurer or their appropriate designates, shall sign the RPF Agreement in triplicate (3), within seven (7) Working Days of written notification of acceptance. The following documents, as listed, shall be submitted prior to or at the time of signing;

- a) Insurance Certificate
- b) Contract Security (Performance Assurance)
- c) A current copy of the Workplace Safety and Insurance Certificate of Clearance

BASIS OF PAYMENT

Payment at the RFP price for the tender item shall be full compensation for all labour, equipment and material to do the work as described herein. A 10% holdback shall apply to all payments. The holdback will be released upon satisfactory substantial completion of the project.

SPECIFICATIONS

- 1) There shall be no in-water work.
- 2) Proposals shall be submitted in a sealed envelope clearly marked with the "Submission Label" attached by the deadline date of July 28th, 2021 at noon.
- 3) A copy of this document will also be available at the front desk of the Municipality of Calvin for review. Any Bidders wanting to obtain such copy will be required to enter their name and company on the bidder's list.
- 4) For the unit price bid, the Contractor shall provide all materials, labour, equipment and all other things necessary to satisfactorily complete the work in accordance with the plans specifications and special provisions and to the satisfaction of the Acting Municipal Engineer.
- 5) The work is to commence a maximum of seven days after notice to commence work has been issued by the Engineer based on the startup date established in the RFP document.
- 6) The lowest or any tender will not necessarily be accepted.
- 7) It is expected that the work will have to be completed before October 31st, 2021. If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above

dates.

- 8) Bidders are requested to provide a project schedule.
- 9) Crosses Bridge remains Provisional, and may be removed if the overall costing is above budget.
- 10) **SAFETY STANDARDS**
It is the responsibility of the Contractor to Work in a safe and orderly manner so as not to constitute any safety hazards. The following standards are some of the standards that the vendor will adhere to when working on the project:
 - 1.1 The Contractor shall be responsible for the placement of appropriate physical barriers between the Work area, public and staff occupied areas.
 - 1.2 The Contractor shall provide a traffic plan including all necessary traffic signage in accordance with the current manual of Traffic Control OTM BOOK 7. The Municipality will erect the signs. The plan shall indicate on which side the construction, crane, hoe ram, etc... will take place. The plan shall also indicate any recommendation for night work if required. This will address the road closure signage and traffic detour signage requirement.
 - 1.3 No loose clothing shall be worn in the vicinity of moving or rotating equipment.
 - 1.4 The Contractor shall not operate or tamper with Owner equipment unless given express permission to do so.
 - 1.5 Housekeeping standards are to be maintained in the Work area. Debris and material are not to be allowed to accumulate.
 - 1.6 The Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of workers in addition to those Municipal Staff during site visit.
 - 1.7 The Contractor and the Owner shall communicate through the acting Municipal Engineer at all times to avoid any confusion or misunderstanding.

EVALUATION AND SELECTION CRITERIA

If a proposal is submitted without the mandatory items, the proposal will be considered incomplete and as a result, not be considered for selection.

If a proposal is submitted with the mandatory items, the proposal will be considered complete and evaluated by the Municipality and its agent using the following weighted criteria:

1. 10% Statement of Understanding
2. 10% Relevant experience and Qualifications of Project Team
3. 30% On Site work scope timeline
4. 50% Cost in Place

The evaluation of the submitted proposals, based on the above criteria, will rank the proposals. The Municipality of Calvin Agent will report to Council the outcome of the evaluations for final consideration and acceptance of the proposal by Council early August.

The Municipality reserves the right to conduct a technical interview with any or all of the proponents. In addition, the Municipality reserves the right to request additional information in writing from any or all proponents for clarification purposes. All interviews or request for information will be completed before the awarding process.

Each sealed Envelope will be opened and checked/corrected for the arithmetic. Each submission will be evaluated for price and criteria based on the above breakdown. The preferred Proposal will be the Proposal with the highest score. If there is a tie, then the following tie-breaking measures will be used to select the successful Tenderer:

OTHER PROJECT CONSIDERATION:

1. Construction Schedule
2. Cost
3. References supplied with a minimum of three or more bridge projects
4. Project manager and site supervisor experience

CONTINGENCY ALLOWANCES:

A contingency allowance of **\$10,000** has been included and shall be part of the Grand Total price. The contingency allowance does not include H.S.T. The Contractor is not requested to provide bonding on this project. Negotiation may include the doubling of the w-steel beam on deck as an example.

Sub-Contractors:

Bidders must identify below sub-Contractors to be employed on this project. Nothing contained in this document shall be interpreted as the Owner having any contractual obligation or relationship to a sub-Contractor.

List of Sub-Contractors:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Work Extra to Contract Agreement:

In the event of additional work required by the Municipality such as ditching, excavation, grading, etc... the following unit prices shall be used. These prices shall include all applicable labour, material, and equipment, out of town expenses, taxes, overhead and profit.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Rate (including all taxes)</u>	
1.	Foreman	\$/hour	\$	_____
2.	Labourer	\$/hour	\$	_____
3.	Flag person	\$/hour	\$	_____
4.	Rental Rates (specify equipment if applicable)			
	a.	_____	\$/hour	\$ _____ Model/Size: _____
	b.	_____	\$/hour	\$ _____ Model/Size: _____
	c.	_____	\$/hour	\$ _____ Model/Size: _____
	d.	_____	\$/hour	\$ _____ Model/Size: _____
	Price including installation for the following:			
5.	a.	Approach End Treatment – OPSD 922.181	\$/each	\$ _____
	b.	Leaving End Treatment – OPSD 912.235	\$/each	\$ _____
	c.	W Steel Beam	\$/each	\$ _____
	d.	Box Beam	\$/each	\$ _____
	e.	Thrie Beam	\$/each	\$ _____

I/WE _____ have carefully examined this tender form, plans, specifications and special provisions and have inspected the site of the work and I/WE hereby offer to complete this work in accordance with these plans specifications and special provisions for the price indicated below:

DECLARATION OF BIDDER

The Bidder declares that:

- (a) No persons, other than the Bidder(s), have any interest in this Tender or in the Contract proposed to be entered into.
- (b) This RFP is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said RFP are in all respects true.

- (d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP documents, and hereby accepts the same as part and parcel of this Contract, and do as hereby tender and offer to enter into a Contract Agreement to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open to acceptance until the Contract Agreement is executed by the successful Bidder for said work.
- (e) The prices offered in this schedule take into account in all respects for the cost of execution of work under all weather conditions.
- (f) The submission of this RFP is based on the terms and conditions of the draft form of agreement furnished to us, and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this RFP Form, and those contained in the specifications, then this RFP Form shall govern.
- (g) The work is to commence a maximum of seven days after notice to commence work has been issued by the Engineer.
- (h) In tendering for the work and in entering into the Contract, he has investigated for himself the character of the work to be done and all local conditions that might affect his RFP of his acceptance of the work.

He also declares that in tendering for the work and in entering into the Contract, he did not and does not rely upon verbal information furnished by the Owner or the engineer.

ADDENDA

The Bidder will acknowledge receipt of all addendum and list them as follows:

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

PROJECT COST – OPTION ‘A’

TOTAL 1 (Whalley Bridge) \$ _____
TOTAL 2 (Crothers Bridge) \$ _____
TOTAL 3 (Cross’s Bridge) - **PROVISIONAL** \$ _____

PLUS HST (where applicable) \$ _____

SUB- TOTAL PRICE \$ _____

PLUS CONTINGENCY ALLOWANCE \$ **10,000.00**

GRAND TOTAL RFP PRICE \$ _____

BIDDER'S INITIALS _____

Repeat total RFP price in writing

H.S.T. Registration # _____

10% Bid Bond are included: (Please Check to confirm)

Bonding Amount: \$ _____

The Contractor by this RFP, offers to complete this Contract in accordance with the terms contained herein.

DATE AT _____ THIS _____ DAY OF _____ 2021.

WITNESS: _____

NAME OF COMPANY

Signature of Authorized Person
Signing for Contractor (SEAL)

(Bidder's Initials)

(POSITION)

BID FORM

THE MUNICIPALITY OF CALVIN

Municipal Office
1355 Peddlers Drive, R.R.#2, Mattawa,
Ontario, P0H 1V0

RFP No. CAL 2021-02

DESCRIPTION: RFP – Bridge Guiderail Improvement

DOCUMENTS TO BE ENCLOSED WITH THIS BID FORM.

- Bid Form Signed & Sealed**
- Bid Bond**
- Schedule of Items & Prices (by Contractor)**
- Certificate of Insurance (upon award)**
- Certificate of W.S.I.B. (upon award)**
- List of Subcontractors**
- List of References**
- Addendum (if any)**

Signing of the Contract Agreement will be requested upon award and is to remain unsigned upon this submission.

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED WITH THIS RFP

Answers will be scored for the evaluation.

(use separate sheets if necessary)

Statement of Understanding:

Timeline from mobilization to completion:

Warranty:

Proposed unit cost breakdown of various components of each Bridges:

(The Municipality recommends that the breakdown be provided on a separate sheet)

WSIB Rating Form, WSIB Certificate of Clearance:

(Confirm if these will be provided after award)

Contract Agreement

THIS INDENTURE made in triplicate this ___ day of _____ 2021

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN hereinafter called the "Owner",
the party of the FIRST PART

-AND-

hereinafter called the "**CONTRACTOR**", The Party of The SECOND PART WHEREAS the Owner
has awarded to the Contractor the Contract for the:

REQUEST FOR PROPOSAL - RFP CAL-2021-02

Bridges Guide Rails Improvement for:
Peddler's Drive (Whalley Bridge)
Adams Road (Crothers Bridge)
Homestead Road (Cross's Bridge)

According to plans, specifications and general requirements herein referred to, the Contractor having put
in a Bid therefore, a copy of which is hereto annexed, which Bid was accepted by

the Owner on the _____ day of _____ 2021

at a total Bid price of \$_____.

NOW THEREFORE THESE PRESENT WITNESS that the Contractor does hereby covenant and agree
with the Owner in the manner following namely:

1. To execute and perform the term of the RFP herein mentioned with due expedition and in a thoroughly professional manner in strict accordance with the provisions of this RFP and the RFP Documents and thereafter to maintain the same as therein provided and that in the execution and performance of the RFP, the Contractor shall carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the Contract Documents to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.

2. To indemnify and keep indemnified and save harmless the Owner and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Owner, its officers, servants and agents and from all losses, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Owner, its officers, servants and agents by reason of or on account, or in consequence of the execution and performance of the RFP or of the non-execution or imperfect execution thereof or of the Supply and non-Supply of plant or material therefore.
3. To pay to the Owner on demand, all losses and costs, damages or expenses which may be paid, sustained or incurred by the Owner or any of its officers, servants or agents in consequence of any such action, suit claim, lien, execution or demand and any monies paid or payable by the Owner or any of its officers, servants or agents in settlement or in discharge thereof or on account thereof and that in default of such payment all such loss, costs, damages and expenses and any monies so paid or payable by the Owner, its officers, servants or agents and also any monies payable by the Contractor under any of the Contractor then remaining in the possession of the Owner on account of this or any other RFP or may be recovered from the Contractor hereto attached in any court of competent jurisdiction as monies paid at their request.
4. AND the Contractor hereby authorizes and empowers the Owner or its solicitor for the time being, to defend, settle or compromise any such actions, suits, claims, liens, execution or demands as the Owner or its solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Owners or its solicitor and shall pay on demand the reasonable costs of defending, settling or compromising any such actions, suits, claims, liens, executions or demands as the Owner may deem it expedient to defend, settle or compromise and that in default of such payment the same may be deducted from any monies payable by the Owner to the Contractor on any account whatever. Provided, however, that the Contractor may at the expense of the Contractor, subject to the consent of the Owner take charge of and conduct in the name of the Owner, the defense to any such action, claim or suit.
5. The Owner covenants with the Contractor that if the RFP, including all authorized extras in connection therewith, shall be duly and properly executed as aforesaid and if the Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisions, terms and conditions of this RFP and the RFP Documents, and subject to the terms and conditions of this RFP and the RFP Documents, the Owner shall pay the Contractor therefore the sums calculated in accordance with the actual measured quantities and unit prices mentioned in Bid and for such additional quantities at the rates or unit prices mentioned in the Bid. Such payments are to be made subject to deductions in relation to the monies and liquidated damages referred to in the RFP Documents.
6. AND it is understood and agreed between the parties hereto as follows:

THAT this Agreement and covenants and conditions herein, and in the RFP and RFP Documents contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Owner respectively.

7. IN this Agreement, and in the RFP, of which this Agreement forms a part, the words “Bid”, “shall”, “may”, “herein”, “Goods and Services”, “RFP”, “RFP Documents”, “RFP Security”, “Contractor”, “Owner”, and the words used in the singular number or the masculine gender shall have the meaning and effect given to them in the RFP Documents where indicated, or in the Interpretation Act as amended.

IN WITNESS THEREOF, the Contractor and Owner have hereunto signed their name and set their seal on the day first above written.

CONTRACTOR

SIGNED, SEALED AND)
DELIVERED in the)
presence of;)

By: _____

Position: _____
(I have authority to bind the Company)

Witness: _____
(If not under Seal)

**THE CORPORATION OF THE MUNICIPALITY
OF CALVIN**

Antoine C. Boucher, P. Eng.
Municipal Engineer

Per: _____
Mr. Ian Pennell, Mayor

Per: _____
Ms. Cindy Pigeau, Clerk-Treasurer

SUBMISSION LABEL

From: _____

Contact: _____

Telephone: _____

Deliver to:

**The Municipality of Calvin
ATTN: Treasurer
Municipality of Calvin
1355 Peddlers Drive, R.R.#2,
Mattawa, Ontario, P0H 1V0**

SEALED BID:

BID NUMBER: RFP CAL-2021-02

(Office Use Only)

DESCRIPTION: Guiderails Improvement
Various Bridges

Date and Time Received: _____

CLOSING DATE: Noon,
July 28th, 2021

Received By: _____
(received no later than)

Influence: No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any municipal purchasing or disposal process.

Guarantees of RFP Execution and Performance:

Within 7 business days, and prior to commencement of work, evidence of Liability Insurance Coverage satisfactory to the Treasurer, must be submitted, insuring indemnification of the Municipality from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the RFP.

Within 7 business days, and prior to the commencement of work, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid prior to the Board prior to the date.

Irregularities contained in Bids:

The process for administering irregularities contained in bids pertaining to all RFP shall be as set out in Schedule A attached below:

The Corporation of the Municipality of Calvin
Procurement Policy
SCHEDULE "A"

Page 6 of By-Law No.2004-022

6. CONDITIONS APPLICABLE TO ALL BID SUBMISSIONS

- 6.1 The following conditions apply to all bid submissions whether they are formal or informal:
 - 6.1.1 Bid documents must be submitted and received in the manner as specified in the bid document. No exemptions will be permitted.
 - 6.1.2 Bids received later than the specified closing date and time will be returned to the bidder. In the case of sealed bids, the bid will be returned to the bidder unopened. No exemptions will be permitted.
 - 6.1.3 A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received by that bidder.
 - 6.1.4 A bidder may withdraw a submitted bid at any time up to the official closing time by letter bearing their signature.
 - 6.1.5 All departments must document the receipt of all submissions over \$5,000.00 including the bidders' name, date/time of receipt of bid and initials of the employee accepting the bid.
- 6.2 Bids may be rejected for any of the following reasons:
 - 6.2.1 Bid received after the specified closing date and time as specified in the bid document. No exceptions shall be permitted.
 - 6.2.2 Bid does not comply with the requirements at time of closing as specified in the bid document. No exceptions shall be permitted.
 - 6.2.3 Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind.
 - 6.2.4 Bids which do not meet the specified requirements.

Appendix 'A'

REFERENCE DOCUMENTS

- 1) Imagery of each sites with notes
- 2) Sketches attached herein
- 3) Copy of OSIM Inspection Reports