



Bid Opportunity

Town of Newmarket
Procurement Services Department
395 Mulock Drive, P.O. Box 328 STN Main
Newmarket, ON L3Y 4X7

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<http://bids.newmarket.ca>

Revised RFP Template: March 1, 2017

REQUEST FOR PROPOSAL RFP-2018-054 MULOCK STATION AREA SECONDARY PLAN

The Corporation of the Town of Newmarket (the Owner) shall **ONLY** accept **ELECTRONIC PROPOSAL SUBMISSIONS** submitted through the Owner's Bidding System Website. Proposal submissions submitted and/or received by any other method shall be rejected, unless the Owner has instructed otherwise by published Addendum.

ELECTRONIC PROPOSAL SUBMISSIONS ONLY shall be received by the Bidding System, no later than **3:00:00 p.m. (15:00:00 hours) local time, on Monday, March 19, 2018.**

The fee to purchase the Proposal document online is the non-refundable sum of **\$75.00 (including H.S.T.)** This document is available for purchase at <http://bids.newmarket.ca>. If you require assistance to purchase online please contact the Procurement Services Department at 905-953-5335.

The onus is on Proponents to ensure their Electronic Proposal Submission is received no later than the closing time and date stated above. Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is **RECEIVED** by the Owner's Bidding System, **not** when a Proposal is submitted by a Proponent, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc. A Proposal Submission will only be considered to have been submitted once it has been **RECEIVED** by the Owner's Bidding System, regardless of when the Proposal was submitted by the Proponent.

For the above reasons, the Owner recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.

Proponents should contact the Procurement Representative listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact the Procurement Representative immediately.

Late Proposals shall not be accepted by the Owner's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid or If a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at the at <http://bids.newmarket.ca>.

Questions:

If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through Newmarket's Bid Opportunities website using the "**Submit a Question**" link associated with this bid opportunity.

The deadline to submit a question is Monday, March 12, 2018.

The Owner shall not be responsible for responding to questions that are sent other than this method. The Owner may not respond to questions received after the Deadline for Questions, as stated above. No such communications are to be directed to anyone other than the Procurement representative. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than by written addendum issued by the Procurement Representative.

Procurement Representative:

Sharon Jones, CPPB
Senior Procurement Officer,
Procurement Services Department

The Corporation of the Town of Newmarket reserves the right to: accept or reject any Proposal, to award in whole or in part, to award to the proposal that is in the Best Interest of the Corporation and the right to cancel this Solicitation call at any time without obligation.

Table of Contents

Part I : Instructions to Proponents 4

1. Electronic Proposal Submission 4

2. Currency..... 4

3. Definitions 4

4. General 4

5. Rejection of Proposal 4

6. Contract..... 4

7. Blackout Period 5

8. Lobbying Prohibited..... 5

9. Litigation/Probation/Suspension 5

10. Contractor Performance..... 5

11. Debriefing 6

12. Enquiries..... 6

13. Bid Call Documents 6

14. Addendum/Addenda 6

15. Withdrawal/Edit Bids 7

16. Subcontractors..... 7

17. Bid Closing Time and Date 8

18. Proposal Acceptance..... 8

19. Proposal Preparation and Submission 9

20. Avoid Vague Terms 9

21. Evaluation of Proposal 9

22. Best and Final Offers 11

23. Negotiations..... 11

24. Execution of Contract..... 11

25. Notice 12

26. Insurance..... 12

Part II: Scope of Work 15

27. INTRODUCTION 15

28. PROJECT PURPOSE..... 15

29. BACKGROUND INFORMATION 16

30. Station Area Secondary Plan 16

31. Mulock Station Draft Concept Plan 16

32. PROJECT SCOPE..... 17

33. Deliverables..... 19

34. PROJECT MANAGEMENT..... 19

35. CONSULTANT RESOURCES 19

36. TASKS AND PROPOSED TIMELINE 20

37. Term Of Contract 21

38. Proposed Project Schedule..... 21

Part III: Proposal Response Submission Format..... 22

39. Evaluation Criteria and Rating System..... 22

40. Presentation / Demonstration Requirement (Optional) 22

41. General Guide for Submitting Proposals 23

42. Proposal Response Submission Format 23

PART IV: PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES 27

Part I: Instructions to Proponents

1. Electronic Proposal Submission

The Corporation of the Town of Newmarket (the Owner) shall **only** accept and receive Electronic Proposal submissions through the Owner's Bidding System, hereafter called the 'BIDDING SYSTEM'.

HARD-COPY PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

2. Currency

All proposals submitted shall be in Canadian dollars (CAD), unless otherwise stipulated in the Bid Call Document. H.S.T. is additional.

3. Definitions

All initially capitalized terms shall have the meanings ascribed thereto in the Owner's [Procurement Bylaw Number 2014-27](#), as it may be amended, restated, supplemented or replaced from time to time.

4. General

The Owner is soliciting Proposals from Responsible Proponents who have the necessary qualifications and experience to provide the type of services described in this Request for Proposal. The Proposal should be detailed and specific, and should be completed and submitted in the prescribed format and sequence, as detailed under the heading "Submission Format" of Part III Proposal Submission Response Format.

If requested by the Owner, the Proponent should be prepared to have senior management staff available to meet with the Owner to review the Proposal during the evaluation process.

The Scope of Project contemplated is described herein, as part of the Request for Proposal. The Owner reserves the right to amend the Scope as necessary.

5. Rejection of Proposal

The Owner reserves the right to reject any or all Proposals for any reason whatsoever, and to accept any Proposal considered in the Owner's Best Interests. The Owner also reserves the right to award a Contract to other than the Proponent submitting the lowest Sub Total Cost Proposal to the Owner and the right to cancel this Solicitation at any time without obligation.

6. Contract

This Request for Proposal is not a call for Tender. However, each Proposal should contain sufficient detail to satisfy all terms and conditions of the Proposal. Consulting firms who were involved in preparing or assisting in developing the Owner's scope of work and/or specifications shall not submit a Proposal or be party to for this project.

7. Blackout Period

The Blackout Period begins when the Bid Call Document is issued and ends when the Contract is signed by the Owner and the selected Proponent. During the Blackout Period, Proponents must conduct all communication about the procurement only with the Procurement Representative stated in this Bid Document.

Any communication initiated by a Proponent to elected officials or staff of the Owner other than to the Procurement staff during the “Blackout Period” may be grounds for disqualifying the offending Proponent from consideration for contract award.

During the competitive period (Blackout Period) Proponents may submit questions, as stated on Page 2 of this Bid Document. The Procurement representative may issue a written addendum to provide clarification or modification to the Bid Call Document. The addendum will be published on the Owner’s Bid Opportunities website.

8. Lobbying Prohibited

If any director, officer, employee, agent or other representative of a Proponent, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Proponent, makes, from the time the Bid Documents are released until a contract is executed, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Proponent’s Bid, the Owner will be entitled to reject the Bid. This requirement does not extend to any public deputations.

9. Litigation/Probation/Suspension

The Bid Review Panel shall reject a Bid (except for the exceptions stated in the Procurement Bylaw, as amended) from any Proponent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Owner or who is currently serving a Suspension Period, in accordance with the Owner’s [Contractor Performance Procedure](#). Furthermore, the Owner shall retain the right to reject Bids which may have been received and/or awarded by the Owner, notwithstanding efforts by the Owner to screen the acceptance of Bids from parties engaged in unresolved litigation with the Owner or serving a Suspension period, once the Owner becomes aware of such unresolved litigation or Suspension period.

10. Contractor Performance

- 10.1 The Owner’s Procurement bylaw and Contractor Performance procedure requires the Owner to evaluate a Contractor’s performance on all public bids and to consider “past performance” evaluations, when determining award selection not only for this contract but future contracts.
- 10.2 The Owner also reserves the right to consider in the award of this contract the rights reserved the Owner in Item 21 Evaluation of Proposals of this Proposal Document.
- 10.3 Proponent’s should acquaint themselves with the Owner’s [Contractor Performance Procedure](#).

11. Debriefing

A debriefing at the request of a Proponent shall only be conducted after the Contract is executed with selected Proponent. Under no circumstances will a debriefing be held prior to Contract execution. Any Proponent may request a debriefing meeting with the Procurement representative, with respect to their proposal submission.

12. Enquiries

If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document or if they are in doubt as to any part thereof they shall submit questions in writing through Newmarket's Bid Opportunities website using the "**Submit a Question**" link associated with this bid opportunity, prior to the stated deadline date for questions.

Verbal clarifications shall not be interpreted to change any of the term or conditions of the Bid Call Documents. Bidders shall only rely on information provided by the Owner in an addendum.

13. Bid Call Documents

The Owner's Bid Call Document shall include, but is not limited to, Part I: Instructions to Proponents, Part II: Scope of Work, Drawings (if applicable), Part III Response Submission Format and the following additional documents and forms:

Document/Form Name	Revision Date
Owner's Standard Terms and Conditions	January 2, 2018
Owner's Bidding System Terms of Service	February 2, 2017
Owner's Purchase Order Terms and Conditions	April 1, 2015
Owner's Insurance Form	February 20, 2015
Owner's Change Order Form	February 21, 2017
Owner's Standard Agreement	February 21, 2017

14. Addendum/Addenda

14.1 Addendum/Addenda, if required, issued by the Procurement Representative shall form part of the Bid Call Document. Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

14.2 Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.

- 14.3 In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <http://bids.newmarket.ca> prior to submitting their Proposal and up until Proposal closing time and date in the event additional addendums are issued.
- 14.4 The Owner encourages Proponents **not** to submit their Bid **prior to** forty-eight (48) hours before the Proposal closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Proposal submission and change their Proposal submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Proponent in the **"MY BIDS"** section of the Bidding System. The Proponent is solely responsible to:
- i) make any required adjustments to their Bid; and
 - ii) acknowledge the addendum/addenda; and
 - iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 3:00:00 p.m. (15:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to Newmarket's Bid Opportunity website and create a separate vendor account.

15. Withdrawal/Edit Bids

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However the Proponent is solely responsible to:

- i) Ensure the re-submitted bid is **RECEIVED** by the Bidding System no later than 3:00:00 p.m. (15:00:00 hours) local time, on the Bid Closing Date.

16. Subcontractors

- 16.1 Proponents shall in their proposal submission, submit the names of all of the Subcontractors which the Proponent shall use to perform Work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.
- 16.2 Proponents shall ensure that all Subcontractors selected and named have experience in the Subcontract Work described, have submitted their Subcontract prices in strict accordance with the Bid Documents, and that they shall execute their Work with competence and within the required time frame.
- 16.3 Proponents shall ensure that all Subcontractors included in a Bid shall be actively engaged in Work of the type described and shall be able to show proof upon request by the Owner of previous Work of similar nature performed by them.
- 16.4 Proponents shall **not** show “Own Forces” in their list of Subcontractors, except where the Proponent’s intent is to employ the Proponent’s own qualified on-staff personnel to perform such Work.
- 16.5 Proponents shall **not** indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall **not** indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.
- 16.6 Proponents shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.
- 16.7 No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Contractor with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid to the Contractor, with no consequences to the Owner.
- 16.8 The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Proponent shall be required to propose an alternate Subcontractor without resulting change to the Bid.

17. Bid Closing Time and Date

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Proposal submissions shall be received by the Owner’s Bidding System not later than (15:00:00 hours) 3:00:00 p.m. Eastern local time, on the specified closing date.

The closing time shall be determined by the Bidding System web clock.

18. Proposal Acceptance

18.1 Open to Acceptance

Each Proposal shall be open for acceptance by the Owner until the selected Proponent executes the formal Contract or until Ninety (90) Calendar Days after the Closing Date and Time, whichever event occurs first.

18.2 All awards are subject to the approval of Department Head, the C.A.O., Committee and/or Council (if applicable) and the availability of funds.

19. Proposal Preparation and Submission

19.1 All Proposals should be submitted in the Proposal format provided by the Owner in the Bid Document.

19.2 All expenses involved with the preparation and submission of Proposals to the Owner, or any work performed in connection therewith shall be borne by the Proponent. No payment shall be made for any Proposals received, nor for any other effort required of, or made by, the Proponent prior to the commencement of the Work.

19.3 A Proponent desiring to make adjustments to a Proposal shall withdraw the Proposal and re-submit it with a new or revised Proposal prior to the specified Proposal Closing Time and Date.

20. Avoid Vague Terms

The use of N/A should be avoided. N/A can mean several things: Not Available, Not Applicable because there is no charge for the item, or Not Applicable because the item is not proposed.

21. Evaluation of Proposal

21.1 EVALUATION PROCESS

Proponents may be requested to:

- Provide additional information.
- Clarify their submissions.
- Address specific requirements not adequately covered in their initial submission.
- Provide a best and final offer.

Proposals will be evaluated by a group of individuals established to review the Proposal submissions, conduct interviews and negotiations during proposal evaluation for a specific product and/or service. The teams typically represent the functional areas with a Procurement Representative chairing the Evaluation team.

21.2 Each Proponent acknowledges that in the event the total amount bid for an item does not agree with the extension of the quantity and the Proponent's unit price, the unit price shall govern and the extended total amount and total price shall be corrected accordingly by the Owner.

- 21.3 Each Proponent acknowledges that where the total price does not agree with the sum of the extended amounts bid for the individual items, the amounts bid for the individual items shall govern and the total price shall be corrected accordingly by the Owner.
- 21.4 The Owner reserves the right to seek clarification on any one or more Proposal(s) without being obligated to seek clarification on the remaining Proposals.
- 21.5 The Owner reserves the right to consider, during the evaluation of Proposals:
- i. Seek clarification of any proposal(s) without becoming obligated to seek clarification of any other proposal,
 - ii. Information provided in the Proposal itself;
 - iii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
 - iv. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
 - v. The manner in which the Proponent provides services to others;
 - vi. The experience and qualification of the Proponent's team;
 - vii. The compliance of the Proponent with the Owner's scope of work and specifications;
 - viii. Safety records, Proponents with poor safety records should not be considered for award.
 - ix. Staff or sub consultant qualifications and experience.
 - x. Equipment of the Proponent,
 - xi. Proponents determined not to be Responsible (not fully capable to meet all of the requirements of the proposal including but not limited to; financial and technical) may not be considered for award; and
 - xii. Previous Owner Contractor Performance Evaluations
- 21.6 By submitting a Proposal, the Proponent acknowledges and accepts the Owner's rights and Privileges under this section and, subject to the paragraph below, absolutely waives and releases any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept or reject the Proposal submitted by the Proponent, or the acceptance or rejection of any other Proposal, or the manner in which this Proposal was conducted, whether such right or cause of action arises in contract, negligence, or otherwise.
- 21.7 Without limiting the generality of the above paragraph, by submitting a Proposal, the Proponent further acknowledges and agrees that should a Court of competent jurisdiction determine that the above paragraph is not enforceable by the Owner, the

limit of the Owner's liability and the liability of its consultants to the Proponent for damages of any kind whatsoever arising out of the Solicitation, including, but not limited to, the costs of preparing a Proposal, damages for lost opportunity, and damages for lost profits or overhead, arising from, contributed by or related to any act or omission of the Owner or its consultants of any kind whatsoever in the course of the Solicitation, including, without limitation, in the manner in which the Solicitation was conducted or any award of Contract that was made, is the lesser of:

- a. the demonstrable cost to the Proponent of preparing its Proposal; and
- b. \$50,000.00.

22. Best and Final Offers

Proponents are reminded that, since this is a Request for Proposal, a best and final offer may be requested, but this would be considered only with the short-listed Proponents, if used at all. Proponents are encouraged to provide their best offer initially and shall not rely on oral presentation or best and final offers.

23. Negotiations

On completion of the evaluation process prior to execution of the Proponent's Contract, negotiations may be undertaken with the highest evaluated Proponent to refine the details of the Contract for all or portions of the proposed services in this RFP. Negotiations may take the form of adding, deleting or modifying requirements.

If the Owner and the selected Proponent cannot negotiate a successful contract, the Owner may terminate the negotiations and begin negotiations with the next highest evaluated Proponent or carry out this service in any other way deemed appropriate. This process will continue until a Contract has been executed or all Responsible and Responsive Proponents have been rejected. No Proponent shall have any rights or remedies against the Owner arising from such negotiations.

Provided that at least one of the Proposal submissions received from a Responsible Proponent meets the approval of the Evaluation Team, a recommendation to Council and/or designated Senior Management on Contract award will be made on the basis of the evaluation. All awards are subject to the approval of Council and/or designated Senior Management and the availability of funds. By responding to this Proposal, the Proponent agrees to accept the decision of the Evaluation Committee as final.

24. Execution of Contract

24.1 The selected Proponent, if any, shall endeavour to submit the following documentation to the Owner, within ten (10) Calendar Days of written notification of acceptance and prior to the commencement of any Work:

- i) Owner's (Town of Newmarket) [Insurance Form](#)
- ii) A current copy of the Workplace Safety and Insurance Certificate of Clearance
- iii) Town of Newmarket [Agreement Form](#)

- iv) The Work Schedule (where requested)
- 24.2 Should the selected Proponent either; attempt to withdraw their Proposal Submission, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the selected Proponent may be suspended for a period of two (2) years in accordance with the Contractor Performance Procedure set out in the Owner's Procurement Bylaw Number 2014-27, as it may be amended, restated, supplemented or replaced from time to time. The Owner reserves the right to either award to the next highest evaluated Responsible and Responsive Proponent or cancel the solicitation.
- 24.3 The Owner may grant additional time to fulfill the necessary requirements, if in the opinion of the Owner, the extension does not compromise the interests of the Owner.

25. Notice

Any written notice, or any other material to be given or delivered pursuant to the Contract, shall be deemed properly given if delivered personally or mailed by registered mail as follows:

If to the Corporation of the Town of Newmarket:

Attention: Sunny Khemai, Procurement Services Department

And a copy submitted to: Rick Nethery, Director, Planning and Building Services.

If to the Selected Proponent, it will be to the Attention and address of the Proponent's representative submitting the Proposal

Such other addresses of which the party to be notified shall have given written notice to the other party in accordance with the above and such notice shall be deemed to have been given at the time it was delivered or Three (3) Working Days from the date of mailing as the case may be.

26. Insurance

The Contractor upon award of the Contract shall at its own expense obtain and maintain Insurance until the termination of the Contract, with insurers acceptable to the Owner, the following insurance (checked off) and provide evidence thereof, naming the Owner as additional insured:

- (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than **Five Million Dollars (\$5,000,000)** and shall include the Owner, the Corporation of the Town of Newmarket, as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under the Contract, such policy to include, but not be limited to, non-owned automobile liability; bodily injury including death, personal injury; broad form property damage including loss of use thereof; contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of

interest clauses. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

Coverage shall also include:

- i) Sudden & Accidental Pollution, 120 Hour Reporting;
- ii) Shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading;
- iii) Demolition of Buildings or removal of property;

(b) Standard OAP 1 Automobile liability insurance for an amount not less than **Two Million Dollars (\$2,000,000)** on the Owners form meeting statutory requirements covering all licensed vehicles owned, operated or leased by the Contractor and used in any manner in connection with the performance of the terms of the Contract. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(c) Professional liability insurance in an amount not less than **One Million Dollars (\$1,000,000)** per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Contract. If requested confirmation of Professional Liability insurance is to be provided on the Primary Insurers form. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(d) The Contractor shall provide "Broad Form" (all risk) covering Construction Equipment used by the Contractor for the performance of the Work including costs to cleanup and restore property damaged by sudden and accidental escape of pollutants and shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(e) The Contractor shall provide and maintain Contractors Pollution Liability during the term of the contract subject to limits of not less than ___ Million (\$___,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for twelve (12) months following completion of work. The Owner shall be named as an additional insured. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(f) The Contractor shall provide and maintain during the term of the contract "Broad Form" Property Insurance for all property in the care, custody or control of the Contractor. The policy shall not allow subrogation claims by the Insurer against the Owner. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(g) The Contractor shall provide and maintain during the term of the contract Boiler & Machinery Insurance and shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects. Coverage shall not be less than the insurance provided by a comprehensive boiler and

machinery policy. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.

The Contractor shall not commence work under the Contract until such time as evidence of insurance, preferably, on the Owner's [Certificate of Insurance form](#) has been completed and filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date, or notice if the policies have been amended, or extended all or any part of the insurance, for the duration of the contract. If required by the Owner, the Contractor shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the work.

If the Contractor fails to maintain insurance as required by the Contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor. The Contractor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Contractor.

The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario and shall be in a form acceptable to the Owner.

All policies shall apply as primary and not as excess of any insurance available to the Owner.

If requested the Contractor shall provide the Owner with a letter from their insurance provider confirming the Contractor's ability to meet the insurance requirements as set out in the Contract.

Additional Insurance Coverage

In addition to the **Corporation of the Town of Newmarket** the Proponent shall name as co-insured the **Regional Municipality of York** and _____.

End of Part I: Instructions to Proponents

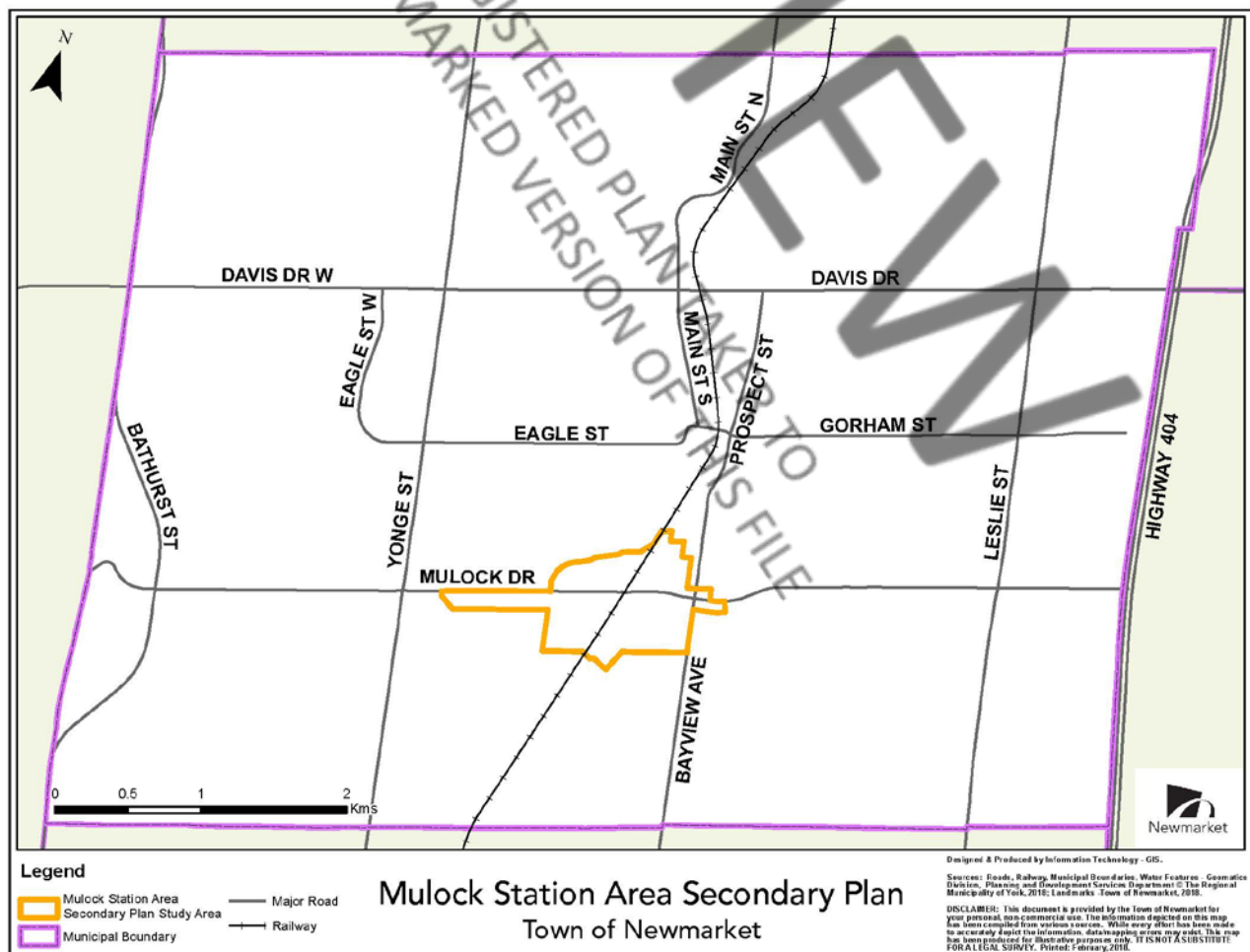
27. INTRODUCTION

On June 28, 2016 the Province announced that five new GO Stations would be constructed along the Barrie rail corridor as part of the Regional Express Rail (RER) program. One such station is located in Newmarket, in the vicinity of the Metrolinx rail corridor and Mulock Drive. In order to support this new station, Metrolinx requested that the Town commit to implementing “a transit supportive planning regime around the station”.

It has been confirmed by Metrolinx that a Council adopted Secondary Plan would satisfy the commitment to establish the transit supportive planning regime. The Mulock GO Station Area Secondary Plan project includes the completion of all technical reports, policy development, mapping and amendments.

28. PROJECT PURPOSE

The Town of Newmarket is seeking proposals from qualified consulting teams to develop a Secondary Plan for the area of the Town located in the vicinity of the Metrolinx Rail Corridor and Mulock Drive (Study Area), as outlined below:



29. BACKGROUND INFORMATION

This area was developed in the 1970s and 1980s in a vehicle-oriented manner with little regard for walkability. Consistent with the Town's Official Plan and Zoning By-law, the area of the Secondary Plan consists largely of low density, ground-oriented commercial, industrial and light industrial land uses. With the announcement of the Mulock GO Station by Metrolinx, an appropriate transit supportive planning regime must be established for this area.

Such a planning regime is to be established by a Station Area Secondary Plan which will define the long-term land uses and densities appropriate for this area. This Secondary Plan will be used in the future as the basis of an amendment to the Town's Official Plan to formally implement a planning regime around the station site.

30. Station Area Secondary Plan

The Secondary Plan is envisioned to set the framework for the long-term redevelopment of the lands surrounding the future Mulock GO Station site, as shown as "Study Area" above. The main goal of this study is to determine the highest and best long-term land uses for the area and ensure that all future densities are consistent with provincial density requirements.

The Secondary Plan shall:

- Include a robust public consultation program;
- Determine the highest and best long-term land uses;
- Determine the future road network;
- Meet provincial density requirements;
- Facilitate transit-oriented design for the area;
- Provide a high standard of urban design;
- Provide a highly walkable urban form;
- Ensure compatibility and integration with the future Mulock Station and the surrounding lands;
- Implement sustainable, multi-modal station access solutions to the future Mulock Station;
- Ensure adequate integration of the future Mulock Station with existing and planned transit systems; and
- Be prepared in consultation with the Regional Municipal Comprehensive Review (MCR), as led by York Region.

31. Mulock Station Draft Concept Plan

Metrolinx, with various agencies including the Town, has prepared a draft Concept Plan for the station site. This RFP will consider all lands within the Study Area, but outside of the station site. As this Concept Plan is an ongoing project, the final design will differ than the current draft concept. The draft Concept Plan will be available for public review in early 2018.

The future Mulock Station will anchor the Station Area Secondary Plan, and surrounding uses and densities are to be supportive of the station as exhibited through transit-oriented design.

32. PROJECT SCOPE

The scope of work shall include the following phases:

Phase 1: Project Start-up and Background Information Review.

The Consultant shall review background planning documents, studies and by-laws as provided by the Town and/or Metrolinx or other agencies.

This phase shall also include a kick-off meeting with the Project Team which will be comprised of, but not limited to, representatives from the following organizations:

- Town
- York Region
- York Region Transit
- Metrolinx
- Lake Simcoe Region Conservation Authority

Phase 2: Public Notification and Technical Report Preparation.

The Consultant shall work with Town staff to notify landowners within the Study Area as well as the general public about the commencement of the Study.

This phase will also include the completion of the following technical reports, at a minimum:

- Planning and urban design including determining the preferred community character and structure, and integration with Mulock Station and the surrounding areas;
- Traffic impact, including the possible future grade separation of Mulock Drive from the rail corridor, as determined by Metrolinx, York Region and the Town;
- Retail/commercial needs assessment;
- Environmental impact;
- Stormwater management, including Low Impact Design (LID) considerations;
- Municipal servicing;
- Shadow impacts;
- Flood risk;
- Environmental risks (ie. sources of contamination); and
- Source Water Protection.

This phase shall also include, at a minimum, one Visioning Session with landowners within the Secondary Plan area.

Phase 3: Draft Secondary Plan Concept Plan and Policy Summary Document.

The Consultant shall prepare a Draft Secondary Plan Concept Plan that identifies through mapping, at a minimum, the following:

- Future road network;
- Long-term land uses;
- Minimum and maximum building heights and densities (densities expressed in floor space index);
- Integration with the existing and planned active transportation network;
- Multi-modal station access points; and
- Artistic renderings related to the long-term build out of the Secondary Plan area, including any redevelopment opportunities.

In addition, the Consultant shall prepare a Policy Summary Document that summarizes key policies to be addressed by the Secondary Plan, including but not limited to the future vision of the area, land use designations, urban design, sustainability, street network, transportation, parks / open space and natural heritage and servicing.

This phase shall also include at a minimum, one Public Information Centre (PIC 1) and one Project Team meeting.

Phase 4: Council Orientation.

The Consultant shall present the Draft Secondary Plan Concept Plan and Policy Summary Document to Council at either a Committee of the Whole meeting or a Council Workshop.

This phase shall also include one Project Team meeting.

Phase 5: Prepare the Draft Mulock Station Area Secondary Plan.

Based on the Draft Secondary Plan Concept Plan and Policy Summary Document, the Consultant will prepare a Draft Mulock Station Area Secondary Plan, reflecting the background information, technical analysis and feedback from Town staff and Council, public and agency consultation. This draft shall be in the form of a local Official Plan Amendment, in order to transfer (i.e. add, amend and/or delete) the proposed policies and mapping for the Mulock Station Area into the applicable sections of the Town Official Plan.

This phase shall then include a review of the draft by Town staff and the Project Team, and the presentation by the Consultant of the Secondary Plan at a second Public Information Centre (PIC 1).

Phase 6: Final Recommendation and draft Official Plan Amendment.

The Consultant will refine and finalize the Draft Mulock Station Area Secondary Plan (i.e. local Official Plan Amendment) based on input received to date.

The final Draft Mulock Station Area Secondary Plan will then be presented by the Consultant at the statutory Public Meeting. This presentation shall include a summary of the process completed, technical reports' findings and recommendations, a summary of the consultation process, and an overview of the final Mulock Station Area Secondary Plan.

Following approval by Council, the Consultant will finalize the deliverables.

33. Deliverables

The Mulock Station Area Secondary Plan project will result in seven (7) main deliverables:

- **Deliverable 1:** Notices of study commencement and Public Information Meetings.
- **Deliverable 2:** Agendas and minutes for all meetings, as well as comments received.
- **Deliverable 3:** One hardcopy and pdf of the Draft Secondary Plan Concept and Policy Summary Document.
- **Deliverable 4:** PowerPoint presentations to Committee of the Whole and/or Council.
- **Deliverable 5:** Web compatible, AODA compliant (pdf) versions of all technical background reports and the final Mulock Station Area Secondary Plan.
- **Deliverable 6:** Ten hardcopies of all technical background reports and the Mulock Station Area Final Secondary Plan.
- **Deliverable 7:** All relevant digital mapping files (GIS, 3D model, and/or CAD or other acceptable format).

The Consultant will be responsible for providing this list of deliverables and other deliverables included in this scope to the satisfaction of the Town. All deliverables will become the property of the Town.

34. PROJECT MANAGEMENT

The project management structure for the Secondary Plan will involve a Consulting Team consisting of a consulting project manager and sub-consultants (as required). An identified Town staff person will act as the Consulting Team's liaison with the Town.

35. CONSULTANT RESOURCES

The successful consulting team shall have demonstrated knowledge and ability in the areas of:

- Public/stakeholder consultation;
- Project management;
- Provincial, regional and local planning policy interpretation and implementation;
- Application of advanced urban design principles, with particular expertise in transit-oriented design;
- Policy preparation; and
- Graphic and Illustrative skills.

36. TASKS AND PROPOSED TIMELINE

PHASE	TASK	DATE (anticipated)
Phase 1 Project Start-up and Background Information Review	Project Team Meeting 1	Mid-April, 2018
	Background Information Review	April to May, 2018
Phase 2 Public Notification and Technical Report Preparation	Project notification	Mid-May, 2018
	Visioning Session with local landowners	June, 2018
	Preparation of Technical Reports	June to September, 2018
Phase 3 Preparation of the Draft Secondary Plan Concept Plan and Policy Summary Document	Public Information Centre (PIC 1)	Late-September, 2018
	Project Team Meeting 2	October, 2018
	Prepare Draft Secondary Plan Concept Plan	October to December, 2018
	Prepare Policy Summary Document	November, 2018 to January, 2019
Phase 4 Council Orientation	Project Team Meeting 3	Early February, 2019
	Presentation of the Draft Secondary Plan Concept Plan and Policy Summary Document at Committee of the Whole / Council Workshop.	February, 2019
Phase 5 Preparation of the Draft Mulock Station Area Secondary Plan	Prepare the Draft Mulock Station Area Secondary Plan	February to May, 2019
	Review / Revisions of Draft Secondary Plan Concept Plan and Policy Summary Document by Project Team	Late-May, 2019
	Presentation of the Draft Mulock Station Area Secondary Plan at a Public Information Centre (PIC 2)	June, 2019
Phase 6 Final Recommendation and draft Official Plan Amendment	Refine and finalize Draft Mulock Station Area Secondary Plan	July to August, 2019
	Presentation of final draft Mulock Station Area Secondary Plan at the statutory Public Meeting	September, 2019

37. Term Of Contract

Proponents acknowledge and accept, by way of submitting a proposal, that the Owner's evaluation and scoring of pricing for this Contract shall be based on the "**SUB TOTAL CONTRACT PRICE**", including any and all Provisional Prices (if applicable) submitted by the Proponent in their proposal submission over the Term of Contract. The Owner may, in its sole and absolute discretion, include or delete any or all Provisional Price(s) in the final Contract price. The Contract shall commence on the date of execution of contract and extend until December 31, 2019 or date of completion of deliverables, whichever is soonest.

Pricing submitted shall remain firm for the term of the contract.

The Contract shall be reviewed annually by the Owner and is subject to satisfactory Contractor performance and budget availability.

The Owner reserves the right to find an alternate source if the selected Vendor does not fulfill their obligation to supply, deliver and/or service contained in the Proposal.

Any Contract awarded as a result of the RFP will be non-exclusive. The Owner may, at its sole discretion, purchase the same or similar products/services from other sources during the term of the Contract. The Owner reserves the right to seek competitive bids and award projects, equipment, goods and services related to this contract at the Owners discretion.

The supply of Goods and/or Services in subsequent years is subject to the approval by Council of the Budget estimates to meet the proposed expenditures. Should Council not approve sufficient funds to complete the Contract, the Contract may be either terminated or reduced by the Owner to meet Council approved budget.

The Owner, at is sole discretion may in accordance with the Owner's [Contractor Performance procedure](#), extend the Contract beyond the term stated above, for a period of up to two (2) years, at rates and annual increase stated in the selected Proponents Proposal Submission.

38. Proposed Project Schedule

Project Bid Closing Time and Date	Monday March 19, 2018
Evaluation	Week of March 26, 2018
Presentations by short listed Proponent(s), if deemed necessary by the Evaluation Team	Week of April 1, 2018
Award of Contract	Early to mid April 2018
Project Completion and Final Written Report provided (Anticipated)	September 2019

End Part II: Scope of Work

39. Evaluation Criteria and Rating System

For the purpose of developing a short list and/or determining the Proposal that is in the Best Interest of the Owner to accept, the following criteria and weighting system shall be used:

Evaluation Criteria	Evaluation Weighting
Quality and Completeness of Proposal, Executive Summary	5 Points
Organization and Proposed Staff	20 Points
Previous Experience	30 Points
Proposed methodology and Deliverables	25 Points
Proposed Costs	20 Points
Total	100 Points

Pricing is worth 20 points of the total score. The evaluation of price will be undertaken after the evaluation of the other rated criteria has been completed.

Pricing will be scored based on a relative pricing formula using the rates set out in the submission (total all-inclusive price). Hourly rates provided shall not be evaluated. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

All scores will be added together (including optional presentation/demonstration if applicable) and proponents will be ranked based on their total scores. Subject to the reserved rights of the Owner, the top-ranked proponent will be selected to enter into the Agreement. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

40. Presentation / Demonstration Requirement (Optional)

At the discretion of and If deemed necessary by the Evaluation Team, either short listed Proponent(s) or all Proponents may be required to provide a presentation, demonstration, site visit and/or sample requirement to the evaluation committee if considered necessary by the Owner. Any of these requirements will be at the Proponent's expense. Any costs incurred in preparing documentation related to a Proposal will be at the Proponent's expense.

Presentation, Demonstration (2 days), Site Visit and/or Sample Requirement	25 points
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By responding to this Proposal, the Proponent agrees to accept the decision of the Evaluation Committee as final.

41. General Guide for Submitting Proposals

Proposals should be prepared simply and provide a straightforward concise description of the Proponent's capabilities for satisfying the requirements of the Owner's Proposal call. Emphasis should be on completeness and clarity of content. Proposals should be **no more than thirty (30) pages**; Appendices, CVs, resumes are not to be considered in the number of pages.

Ensure your Proposal submission document(s) conforms to the following:

- a. Documents should be in PDF format. Documents should **NOT** be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for Town staff to view and/or listen to your video and/or audio information in your bid.
- b. Documents should **NOT** have a security password, as the Owner may not be able to open the file.
- c. The maximum file upload size is 512MB. To reduce the document size, Proponents should follow the instructions below on zipping their document(s).
- d. It is the Proponent's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
- e. If a Proponent needs to upload more than one (1) document, the Proponent should combine the documents into one Zipped file, as per instructions stated in the Bidding System Document upload area. If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

Proponents should ensure their Proposal submission response mirrors the sequence of the "Submission Format" section below and does not exceed the restriction on the number of pages (if stated). Your "Table of Contents" should indicate the section and page number for your response to each item of the Owner's submission format. This will help ensure that all Proposals present the requested information in the same format. This "sameness" will make the Proposal evaluation process easier to evaluate against the Owner's evaluation criteria and rating system.

42. Proposal Response Submission Format

All proposals submitted shall be in Canadian dollars (CAD), unless otherwise stipulated in the Bid Document. H.S.T. is additional.

The Bidding System has **two (2) envelopes** to upload your proposal response. The first envelope is for your proposal submission and the second envelope is for your pricing submission. **Do not include any pricing information in the first envelope.**

Envelope #1 – Proposal Submission (no pricing information)

Your proposal response should address the items below and shall be uploaded in the Document section of the Bidding System, in the folder entitled "PROPOSAL SUBMISSION":

The Proposal submission should be detailed and follow the following format, which should include but not limited the following:

- a) **Cover Letter:** The response should contain a cover letter signed by a person who is authorized to commit the Proponent to perform the Work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.
- b) **Table of Contents:** The Table of Contents provides a listing of all major topics, their associated section number and starting page number.
- c) **Executive Summary:** The Executive Summary of the Proposal should be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Proponent's ability to meet the requirements of the RFP.
- d) **Organization and Previous Experience:**

Proponents should provide a company profile including number of years in business and organization chart that clearly details the principals and **key staff** who will be involved in the performance of this contract along with their roles and duties with respect to this project.

Each Proponent should provide a minimum of three (3) references of experience (preferably from municipal governments) as a Consultant for the same or similar scope of Work and operations as the one described in this Proposal. **The reference projects should clearly demonstrate project experience related to urban design, transit-oriented design and the preparation of Secondary Plans.** It is preferred that the reference projects provided are for projects which the key staff named above were assigned.

In the case of a newly formed business entity or in Consultant teaming arrangements where the company is relying mostly on the previous experience of its key personnel, partners on the team, or on a major subcontractor(s), the proposal must clearly explain "whose" previous experience, and "how" that previous experience is relevant to the procurement.

- e) **Proposed Staff:**

Proponents should provide a resumes / curricula vitae (CV) for all key staff which details their qualifications, education and certification. Sub-contractors should be identified separately and the same information should be provided, as requested above.

Proponents should confirm that any proposed staff and/or sub-consultants have not been convicted of any criminal offence, nor have they had their professional license suspended, revoked or subject to disciplinary penalty.

f) **Proposed Methodology:**

Proponents should provide a detailed business plan which includes but is not limited to;

- Description of work methodology and approach. The information provided should demonstrate that the Proponent has a clear understanding of the scope and how to successfully achieve the Deliverables set forth in the scope.
- Gantt chart outlining proposed tasks and timing required to undertake the scope of work (do not include any cost related information in this Gantt chart);
- “Deliverables to be provided to the Owner” means everything developed for or provided to the Owner in the course of performing under the Contract or agreed to be provided to the Owner under the Contract by the Proponent, including but not limited to any Products or Services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;
- Integrated Accessibility Standards Regulation (O. Reg. 191/11). As part of your response to this RFP, Proponents should describe how the proposed Services will be in compliance with applicable accessibility standards. Proponents should be able to demonstrate an understanding of accessibility and accommodation requirements of persons with disabilities, in delivery of programs, goods and services requested in this solicitation.

g) **Attachments:** Additional information, which the Proponent feels will assist in the evaluation, should be included.

Envelope #2 – Cost Submission

Your proposal response should address the item below and shall be uploaded in the Document section of the Bidding System, in the folder entitled “COST SUBMISSION”:

h) **Proposed Costs:**

Proponents should submit a Gantt chart showing costs for completion of the project per proposed task, along with the total project cost. The total project cost shall be the upset limit for the project. Any anticipated disbursement shall be included in the cost of each task (separate payment of disbursements shall not be made). The Owner will not pay for meals, travel, or lodging. Sufficient detail shall be provided for the purposes of reviewing progress billings, as well as evaluation of the proposal.

Proponents should also submit hourly rates (all costs included) for key staff by position, to be utilized if additional work is requested by the Owner within the scope of work contemplated in this RFP document. Any such additional work will be presented to the

Owner in a formal Statement of Work document and will be reviewed by the Owner. No additional Work is to commence without written approval of the final Statement of Work by the Owner. Any Work performed by the awarded proponent without prior written approval from the Owner shall not be paid. The Owner will not pay for meals, travel, or lodging. Disbursements shall not be paid in addition to the hourly rates.

Payment shall only be made for actual work completed that is in line with the overall project progress.

End of Part III: Proposal Response Submission Format

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
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PART IV: PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Please find below a **preview only** of certain schedules (collectively, “**Schedules**”) that will need to be **completed online only** through the Bidding System by Proponents as part of their Proposal submission.

The Proponent acknowledges that the preview below is provided as a courtesy only (to assist the Proponent in determining the size and scope of the project, etc.) and shall not be relied upon in any way

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the Proponent’s responsibility to review all addendums and ensure that their Proposal is submitted based on the current requirements.

For greater certainty, the Proponent shall submit their Proposal by completing all Schedules and fields in the online Bidding System. Any Proposal submitted on the basis of the preview Schedules below may in the Owner’s sole discretion, be disqualified and rejected on the basis of being incomplete.

RFP-2018-054 - Mulock Station Area Secondary Plan

Issue Date: March 2, 2018 2:30 PM

Closing Date: March 19, 2018 3:00 PM

PREVIEW

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References

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

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

References

Description of Project/Work *	Project Ammount and Date *	Client Name, Contact Name & Number *

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The Bidder shall **state only one (1) subcontractor for each type of work**

Subcontractors

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Type Of Work	Subcontractor Firm Name	Telephone Number

Documents

Ensure your Bid submission document(s) conforms to the following:

1. The maximum file upload size is 512MB. To reduce the document size, Bidders should follow the instructions below on zipping their document(s).
2. Documents should be in PDF format. Documents should NOT be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for Town staff to view and/or listen to your video and/or audio information in your bid.
3. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.
4. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
5. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file, as per instructions stated below.

If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

To compress (or zip) a file or folder, follow these steps

1. Locate the file or folder that want to compress.
2. Right-click the file or folder, point to **Send to**, and then click **Compressed (zipped) folder**.

A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename**, and then type the new name.

To upload a document follow these steps

1. Click on the browse button to locate the file on your computer or network
2. Click the upload button
3. After the file has been successfully uploaded, a link to the document will appear on the screen, along with the time/date that it was uploaded.
4. If you need to remove the document, click the remove button next to the document name.

- Proposal Submission (no pricing information) (required)
- Cost Submission (required)

PREVIEW
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Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein.
 2. The Bidder has carefully examined the Bid Documents and has a clear and comprehensive knowledge of the Work required. The Bidder represents and warrants its ability to perform the Work in accordance with the requirements of the Bid Document for the cost submitted herein.
 2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
 3. I/WE do hereby Bid and offer to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the cost and terms as submitted by the Bidder herein.
 4. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
 6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
 7. I/WE, declare that I have read and understood the Owner's Supplier Code of Conduct in its entirety (which can be viewed on this web page [Supplier Code of Conduct](#) and my organization, and our sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract).
 8. I/WE, declare I have read and understood the Owner's Contractor Performance Procedures which can be viewed on this web page [Contractor Performance Procedures](#).
 9. I/We, certify that we are in full compliance with **O. Reg. 191/11: INTEGRATED ACCESSIBILITY STANDARDS** under [Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#), as amended.. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
 10. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
- I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

Does the Bidder have any potential conflict of interest, if awarded this bid?

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		