



**Request for Proposal Project  
Design, Engineering and  
Construction of Storage Shed**

**RFP No: RFP-F01-2025**

**Issue Date: March 6, 2025**

Documents are available in alternate formats upon request.

Please contact the Clerk's Department at 519-482-3997 or by email at [clerk@centralhuron.com](mailto:clerk@centralhuron.com) if you require an accessible format.

# **1 General**

## **1.1 Background**

The Municipality of Central Huron is located along Ontario's West Coast in the heart of Huron County. We consist of the former Town of Clinton and Townships of Goderich and Hullett, with a population of approximately 10,000 and we are governed by the Municipal Act 2001. The Municipal Office is located at 23 Albert St., Clinton, Ontario, N0M 1L0.

## **1.2 Purpose**

The Municipality of Central Huron is requesting proposals from qualified firms to provide design, engineering and construction services for a new storage shed to be constructed at 239 bill Fleming Drive, Clinton. Project to be completed by September 1<sup>st</sup>, 2025.

## **1.3 Timelines**

Timelines for inquiries, submission and award are noted on the Proposal submission label.

## **1.4 Specifications**

Specifications as outlined in Appendix A.

## **1.5 Inquires**

Inquiries concerning the Proposal process and results are to be directed to:

Steve Duizer

[sduizer@centralhuron.com](mailto:sduizer@centralhuron.com)

519-482-3997 ext. 1226

Inquiries must be received no later than the deadline for inquiries, otherwise, a response may not be provided.

Questions of clarification on the Proposal requirements may at the Municipality's discretion be answered individually, but response(s) to any question that modifies the

scope of the Request for Proposal will be circulated via: <https://www.centralhuron.ca> only. Bidders are responsible to check the website periodically to insure receipt of addendums

## **2 Submission Requirements**

### **2.1 Submission deadline**

Completed Proposals must be received by the method and at the address indicated on the Proposal submission label no later than the Proposal deadline.

### **2.2 Required Documents**

In addition to all other proposal documents submitted by the bidder, the following documents must be included with the bidder's Proposal. In order to facilitate the evaluation of the non-financial sections of each proposal the supporting documentation and financial information shall be submitted in 2 separate electronic files.

- Proposal Submission Label – ***Included in File 1 & 2***
- Technical Specification Submission Form – ***File 1***
- Abilities and Experience Form – ***File 1***
- Financial Proposal and Bid Price Form – ***File 2***

Other proposal documentation shall include, but is not limited to, documentation supporting the criteria under section 2.3 Proposal Evaluation and Selection Criteria. This documentation is to be included in file 1.

### **2.3 Proposal Evaluation and Selection Criteria**

The acceptance of a Proposal will be contingent upon, however not limited to, the following considerations:

- Availability to construct
- Ability to meet preferred specifications
- Proposal pricing.

Accordingly, submissions should include details and documentation to support the above criteria.

Notwithstanding any specific criteria, the Municipality of Central Huron intends to award the building that represents the best value for the Municipality. The best value for the building will be determined at the sole discretion of the Municipality of Central Huron.

# Proposal Submission Label

## Request for Proposal

For Project Design, Engineering and  
Construction of Storage Shed

RFP- F01-2025

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Proposal Deadline:** April 4, 2025- 11:59 a.m..

**Inquiry Deadline:** March 31, 2025

**Estimated Review and Award:** April 21,2025

**Method:** Proposals will be accepted by Mail or E Mail

**Deliver To:** [bids@centralhuron.com](mailto:bids@centralhuron.com)

or

**Municipality of Central Huron**

23 Albert Street, PO Box 400  
Clinton, ON N0M 1L0

**Attention:** Steve Duizer, Facilities Manager

# Financial Proposal and Bid Price Form

## Offer

The undersigned also undertakes to do all the work required to Design, Engineer, Supply and Construct Sand Storage Building. Excluding any provisional items and in accordance with the Contract Documents at the prices as follows:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) including HST, or such other sum as may be ascertained in accordance with the Contract Documents.

The Schedule of Items and Prices shall form part of this RFP-CH-. If there is any conflict between the RFP-CH-sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid Schedule, the said summation shall take precedence.

This RFP-CH-is irrevocable for forty (40) calendar days after the closing time, whether or not any other RFP-CH-has previously been accepted or not and whether notice of acceptance of another RFP-CH-has been given or not.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

Construction completion date from receipt of award: \_\_\_\_\_ weeks.

**I have the authority to bind the Corporation.**

---

Authorized Signature

Date

Item	Description of Work	Total Price
1	Design, Engineer, Supply and Construct Storage Shed Width of 12.20m (40 feet) x Length 15.25m (50 feet) with 4.27m (14 feet) ceiling height.	\$
	<b>Subtotal (Excluding H.S.T.)</b>	\$
	<b>Applicable H.S.T</b>	\$
	<b>Total</b>	\$
	Provisional Item 1 (excluding HST): Interior wall finishing with 29-gauge steel- colour- Grey	\$
	Provisional Item 2 (excluding HST): 12' (3.6m) in width by 30' (9.1m) in length open lean-to with steel roof ( located on west side of shed. Minimum 10' (3m) clearance to eave.	\$

Name of Person Signing:	
Signature:  I have the authority to bind the Corporation.	
Office/Position of Person Signing:	
Date:	

***This form shall be submitted as a separate electronic document, if electronically submitted, or in a sealed envelope, if physical submissions are being received.***

## **Ability and Experience Form**

The Bidder shall provide below information on previous experience in this class of work successfully undertaken by the Bidder's firm in the last three years.

<b>Reference 1</b>	
Name	
Contact and Phone Number	
Total Value	
Description of Work	
Additional Comments	

<b>Reference 2</b>	
Name	
Contact and Phone Number	
Total Value	
Description of Work	
Additional Comments	

<b>Reference 3</b>	
Name	
Contact and Phone Number	
Total Value	
Description of Work	
Additional Comments	

### 3 Terms and Conditions

#### 3.1 Definitions

<b>Corporation/Municipality:</b>	Refers to the Corporation of the Municipality of Central Huron.
<b>Bidder:</b>	Refers to any eligible entity submitting a Proposal, Proposal or bid.
<b>Successful Bidder:</b>	Refers to the selected Bidder, if any.

#### 3.2 Accessibility

As of January 1, 2012, Bidders must meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005.

The successful Bidder shall comply with the Accessibility Standards for Customer Service, O. Reg 429/07 ("Regulation"), under The Accessibility for Ontarians with Disabilities Act, 2005 (AODA);

The successful Bidder shall ensure its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the Act; and

The successful Bidder shall maintain records of the training, including dates when training was provided, the number of employees who received training and individuals training records. Where requested by the Municipality of Central Huron, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the Municipality of Central Huron.

#### 3.3 Late Submissions

Proposals received after the official closing time will not be considered during the selection process.

If electronic submissions are being accepted for this proposal, the onus is on Bidders to ensure their Electronic Bid Submission is received no later than the closing time and date stated. Bidders are cautioned that the timing of their bid submission is based on when the Bid is **RECEIVED** by the Municipality's Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "**internet traffic jam**" due to file transfer size, transmission speed, etc. A Bid Submission will only be considered to have been submitted once it has been **RECEIVED** by the



Municipality's Bidding System, regardless of when the Bid was submitted by the Bidder.

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

Bidders should contact the Municipality 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 Bidder advising that their bid was submitted successfully.

Proponents are advised there will NOT be a public opening for this RFP.

### 3.4 **Opening**

Unofficial proposal results will be posted on the Municipality's website as soon as possible after the opening of the bid price form.

### 3.5 **Withdrawal or Alteration of a Request for Proposal**

A Bidder who has submitted a Proposal may submit a further Proposal at any time up to the specified time and date of closing. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Bidder. Only one Proposal shall be opened per Bidder.

A Bidder may withdraw or alter the Proposal at any time up to the specified time and date of closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt. The Bidder's name and the Request for Proposal number shall be shown on the envelope containing such letter. Telegrams, facsimiles (faxes), or telephone calls will not be accepted.

Proposals withdrawn under this procedure cannot be reinstated.

### 3.6 **Examination of Proposal Documents**

Each Bidder must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after submission of Proposals, if there is a misunderstanding with respect to the minimum requirements indicated in this Request for Proposal.

Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

### 3.7 **Completion of the Proposal**

All entries shall be clear, legible and made in a non-erasable medium. Alterations may be made provided they are legible and initialed by the Bidder's signing officer.

### 3.8 **Omissions, Discrepancies and Interpretations**

Should a Bidder find omissions from or discrepancies in any of the Proposal Documents or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued to all registered plan takers.

No oral explanation or interpretation will modify any of the requirements or provisions of the Proposal documents.

### 3.9 **Addenda**

If required by the Corporation, addenda will be distributed to all registered Bidders as a document taker for this Proposal.

Addenda will be distributed using the latest contact information as provided by the Bidder, if applicable. It is the Bidder's responsibility to notify the Corporation of any changes to their email or mailing address. If no formal registration is required by the Municipality then addendas will only be posted to the location of the original posting.

It is the Bidder's ultimate responsibility to ensure all addenda have been received.

### 3.10 **Acceptance or Rejections of Proposal**

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Corporation may require without stating reasons, therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award and accept a Proposal, or recall the Proposals at a later date:

- When only one (1) Proposal has been received as a result of the Proposal call.
- When all Proposals received fail to comply with the minimum specifications.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Corporation of any Proposal or by reason of any delay in the acceptance of a Proposal except as provided in the Proposal document.

### 3.11 **Indemnification**

The successful Bidder shall indemnify and save harmless the Corporation of the Municipality of Central Huron from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Proposal.

### 3.12 **Protection of Work and Property**

The successful Bidder shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from or in connection with this work.

The successful Bidder shall make good any such damage or injury.

### 3.13 **Ability and Experience of Bidder**

If noted under Section 2 – Submission requirements, Bidders must complete and submit with their submission, the Ability and Experience Form included with this document.

The following criteria will be utilized by the Corporation to determine whether a Bidder is qualified to undertake the award:

- The Bidder's ability and agreement to complete the work within the required schedule.
- The Bidder's ability to work effectively with the Corporation staff, consultants and other representatives.
- The Bidder's ability to effectively manage and do the work using the named project representative and any submitted subcontractors or others that may share the work areas.
- The Bidder's history with respect to quality of work, scheduling, providing satisfactory results and acceptable cooperation.
- Satisfactory references.

A Bidder is invited to provide any additional information it determines will assist the Corporation in using the aforementioned criteria.

The Corporation may reject the lowest or any submissions if, after investigation and consideration, the Corporation concludes, in its opinion, that the Bidder is not qualified to do the work and/or cannot do the work and perform the work in a manner satisfactory to the Corporation.

### 3.14 **Character and Employment of Workers**

The successful Bidder shall employ only orderly, competent and skillful workers to ensure that the works are carried out in a respectable manner.

In the event that any person employed by the successful Bidder in connection with the work arising out of this Proposal gives, in the opinion of the Corporation, just cause for complaint, the successful Bidder upon notification by the Corporation in writing, shall not permit such person to continue in any future work arising out of this work.

### 3.15 **Ethical Conduct**

In addition to being in compliance with all applicable federal, provincial and municipal laws and regulations, within the context of a Contract, Contractors shall behave in an ethical manner having regard for and demonstrating care for, the condition of or well-being and fair treatment of all persons, places and things.

### 3.16 **Limited Liabilities**

The Corporation's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

### 3.17 **Bidder Expense**

Any expenses incurred by the Bidder in the preparation of the Proposal submission are entirely the responsibility of the Bidder and will not be charged to the Corporation.

### 3.18 **Regulation Compliance and Legislation**

The successful Bidder shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities and Municipal, Provincial and Federal legislation. The successful Bidder shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

### 3.19 **Award**

Award is subject to approved budget. The Municipality reserves the right to delete a schedule or item dependent upon budget limitation.

The lowest-priced or any Proposal may not necessarily be accepted.

### 3.20 **Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by this Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

### 3.21 **Terms of Payment**

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the Receipt of Goods/Services or the Date of Invoice, whichever occurs later. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of the discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Municipality.

The Bidder agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the Goods/Services specified or called for in or under this Proposal, is made within the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Municipality of the invoice, therefore.

Price changes caused by Provincial or Federal government tax legislation will be accepted, but these changes must be submitted in writing and accepted by the Municipality prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

Municipality of Central Huron  
Attn: Jeff Boyes, Director of Finance  
Finance Department  
23 Albert St., PO Box 400 Clinton, ON  
N0M 1L0

### 3.22 **Harmonized Sales Tax (HST)**

HST is applicable to the item(s) listed in this Proposal, however, is not to be included in the quoted unit cost. Please quote all prices "HST extra".

### 3.23 **Workplace Safety & Insurance Board**

The successful Bidder shall provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the successful Bidder's good standing with the Board.

### 3.24 **Conflict of Interest**

No elected official or employee, nor any corporation of which an elected official or employee has an interest, shall offer any bid, or otherwise sell any goods or services to the Municipality, unless such interest is disclosed, and they do not participate in the purchasing process in any way.

No elected official or employee who has an interest, shall discuss a bid solicitation with a person, or any other employee or agent of the person who has submitted a bid to the Municipality, unless the procurement call has been awarded, or for the purpose of receiving clarification.

Each Bidder, in their Bid, shall declare on a separate sheet of paper, all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future.

Failure to comply with this requirement may render the Bid non-compliant and shall cause the Bid to be rejected.

The Municipality reserves the right to disqualify from further consideration Bids that, in the Municipality's sole opinion, demonstrate a Conflict of Interest.

### 3.25 **Health and Safety**

The successful Bidder will review and agree to follow the Corporation of the Municipality of Central Huron's Health and Safety Policy available by contacting the Clerk's Department in advance at 519-482-3997.

By signing the Form of Tender and Agreement, the successful Bidder agrees to abide by the Municipality's Health and Safety Policy. The successful Bidder will provide the

All applicable current health and safety legislation and environmental legislation and regulations are considered the minimum requirements that the successful Bidder must meet, including compliance with the Occupational Health and Safety Act (re: duties of employers, safety training/certifications) and any other applicable regulations.

Health and safety issues will always be given immediate attention by the Municipality and its representatives, and the successful Bidder and its subcontractors.

All employees, successful Bidders/subcontractors suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor/ Inspector.

The Municipality takes pride in the commitment of all of its employees and suppliers of services and will take the necessary steps to ensure health and safety on all projects.

### 3.26 **Insurance and Indemnification**

The successful Bidder shall, at its own expense, obtain and maintain until the termination of the Contract and provide the Corporation of the Municipality of Central Huron with evidence of:

- Commercial Liability Insurance on an occurrence basis for an amount not less than five million dollars (\$5,000,000), and shall include the Corporation of the Municipality of Central Huron as an additional insured with respect to the Bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and Bidders' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- Automobile Liability on all vehicles owned, operated or licensed in the name of the Bidder in the amount of not less than two million dollars (\$2,000,000) on an occurrence basis.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Corporation of the Municipality of Central Huron reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Municipality may reasonably require.

The successful Bidder shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation of the Municipality of Central Huron. The successful Bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

The successful Bidder shall indemnify and hold the Corporation of the Municipality of Central Huron harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by

the Bidder, its agents, officers, employees or other persons for whom the Bidder is legally responsible.

### 3.27 **Assignment of Work**

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Proposal or his/her right, title or interest therein, or his power to execute such work, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

The successful Bidder is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the successful Bidder in respect to this work.

Subcontractors will be required to abide by all the requirements of the Proposal document as though the successful Bidder (Insurance, WSIB, Health & Safety Policy, etc.). The successful Bidder agrees to bind every subcontractor by the terms of the Proposal documents as far as it is applicable to their work.

Bidders must submit with their quote the completed Subcontractor Form included in this document.

### 3.28 **Cancellation**

The Corporation reserves the right to immediately terminate the Proposal agreement at its own discretion, including but not limited to, such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the successful Bidder should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days' written notice to the successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder.

Continued failure of the successful Bidder to execute the work properly shall result in a termination of Proposal arrangement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Proposal arrangement if the original terms and conditions are significantly changed, giving thirty (30) calendar days' written notice to the successful Bidder.



Failure to maintain the required documentation during the term of this Proposal may result in suspension of the work activities and/or cancellation of the Proposal arrangement.

### 3.29 **Performance**

The Municipality may at its sole discretion evaluate the performance of the Bidder during and/or when the Contract is completed or terminated. If evaluated, the Bidder's performance shall be rated on a scale of 0-4 (0-Not Rated, 1-Poor, 2-Below Standard, 3-Standard, 4-Excellent) under the following categories:

- a. Administration.
- b. Adherence to Specifications and Special Provisions.
- c. Public Relations.
- d. Condition and Sufficiency of Equipment.
- e. Safety Procedures.
- f. Organization, Coordination and Efficiency.
- g. Environmental Compliance.

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Bidder.

If evaluated, a copy of the completed Bidder's Performance Report shall be sent to the Bidder. If the Bidder disagrees with any portion of the Bidder's Performance Report, it shall advise the Municipality of the specific objections, in writing, within twenty (20) days of the date of the report.

If the Bidder' is evaluated as Poor or Below Standard in three categories or very poor in two areas, the Municipality may disqualify the Bidder from bidding on Municipality Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Bidder's is evaluated as Poor or Below Standard in two or more evaluation categories on two Bidder's Performance Reports of different contracts within twelve months, the Municipality may disqualify the Bidder' from bidding on Municipality contracts for a period from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Municipality in respect of the Bidder's Report shall be final and binding for all purposes.

### 3.30 **Governing Laws**

This Proposal arrangement and any subsequent arrangements will be interpreted and governed by the laws of the Province of Ontario.

### 3.31 **Subcontractors**

No portion of the work under this award may be subcontracted without the written authorization of the Corporation.

The successful Bidder is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the successful Bidder in respect to this work.

Subcontractors will be required to abide by all the requirements of the Proposal document as though the successful Bidder (Insurance, WSIB, Health & Safety Policy, etc.).

The successful Bidder agrees to bind every subcontractor by the terms of the Proposal documents as far as it is applicable to their work.

Failure to obtain this consent may result in termination of the contract with the successful Bidder.

### 3.32 **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

The Municipality is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). As a result, the Municipality cannot guarantee that any information forwarded to the Municipality can be held in confidence.

The personal information Bidders provide in response to this solicitation is being collected under authority of the Municipal Act and will be used exclusively in the selection process and may be used for budgetary purposes for future bids. This information will be an integral component of the quote submission. All Bids submitted shall become the property of the Municipality and may be disclosed in accordance with a request made under MFIPPA.

Upon award, the Municipality may release the name of the successful Bidder, the name and telephone number of the contact person and the total bid price of the successful Bidder.

In accordance with requirements of MFIPPA, Bidders are reminded to identify in their submission material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.

Bidders must specify their reasons and those sections of the Act that support the confidentiality. Confidential information must be included in a separate section of the submission. This will facilitate the ability to make other parts of the submission available to the public. In all circumstances, the provisions of the Municipal Freedom of Information and Protection of Privacy Act will prevail.

The successful Bidder acknowledges that the Municipality of Central Huron is required to handle Personal Information and Records in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The successful Bidder agrees it has a privacy procedure that is equivalent to that of the Municipality and agrees to comply with any requirement established by the Municipality that is reasonably required to ensure that the Municipality meets its obligations under the Municipal Freedom of Information and Protection of Privacy Act and any other legislation in effect from time to time. The successful Bidder agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk

Municipality of Central Huron

23 Albert St. Clinton, ON N0M 1L0

(519) 482-3997

[clerk@centralhuron.ca](mailto:clerk@centralhuron.ca)

### 3.33 **Defect Liability Period and Maintenance Holdback**

The contractor shall stand guarantee for materials and workmanship for a period of twelve (12) months (defect liability/warranty period) from the date of substantial completion.

The following maintenance holdback will apply to this contract.

An amount of 3 percent (3%) of each progress payment (excluding HST) will be retained by the Municipality for a period of twenty-four (24) months after completion. The holdback will be deducted from each monthly progress payment and held against the satisfactory completion of required maintenance for twenty-four (24) months after completion. The total holdback, less any deductions for maintenance completed by the Municipality will be paid after the maintenance period has ended upon formal request from the Contractor. The Maintenance holdback is in addition to the 10% statutory holdback as per the Ontario Construction Lien Act.

### 3.34 **Bonding and Deposits**

All tenders must be accompanied by a certified cheque or by the appropriate bonding as outlined below. Both "Option 1: Bonding" and "Option 2: Bid Deposit" are outlined below and all bids must comply with one of these options in its entirety as it described below.

Bids submitted that do not comply with one of the options will be rejected.

#### **Option 1: Bonding**

All tenders must be accompanied by an "Agreement to Bond", completed and executed by the Bidder's Surety. An "Agreement to Bond" forms part of the Tender Documents and is to be completed by the Bonding Company for inclusion in the Tender Documents.

In addition, the successful bidder shall, prior to execution of the Contract, provide to the Municipality the following bonds:

- Performance/Maintenance Bond: A bond in the amount of 100% of the contract price (excluding HST) guaranteeing the full and faithful performance of the work and the obligation to indemnify and save harmless the Municipality; and
- Labour and Materials Bond: A bond in the amount of 50% of the contract price (excluding HST) guaranteeing payment for labour and materials.

All agreement to Bonds shall be irrevocable and open for acceptance for 90 days from date of closing.

The bonds shall be issued by a bonding agency licensed to operate in the Province of Ontario.

The bonds shall be maintained until the Contract is substantially complete

## **Option 2: Bid Deposit**

All tenders must be accompanied by a Certified Cheque in the amount of \$15,000.00.

Certified Cheque bid deposits will be returned to unsuccessful bidders within ten (10) business days of the RFP opening. The bid deposit of the successful bidder will be retained until the Contract is substantially complete. In the event of non-performance of the contractual requirements, the bid deposit shall be forfeit by the bidder and The Municipality shall apply said funds toward the execution of the work by other parties.

### **3.35 Confidentiality**

Bidders shall not at any time before, during or after completion of the contract, divulge any confidential information communicated to or acquired by the Bidder or disclosed by the Municipality.

# Appendix A – Specifications

## 4.1 Requirements at Time of Execution/Prior to Commencement of Work

The successful proponent will be required to submit the following documentation, in form satisfactory to the Municipality of Central Huron at the time of the execution of the contract.

- a) Letter of Schedule complete with finish date

## 4.2 Schedule of Specifications

In general terms, the proponent will design, provide engineered drawings and construct a storage shed behind the CHCC, 239 Bill Fleming Drive, Clinton. Attached map shows location.

### Base Criteria

- Proponent will arrange engineering and all required permits.
- Width 40' (12.2m) x Length 50' (15.25m)
- Ceiling clearance height of 14' (4.27m)
- 2 by 6 stick framed walls with 29-gauge steel exterior and interior –exterior wall and interior ceiling- Colour- Grey, exterior roof- Colour- Burnished Slate. Eavestrough on north and south walls, terminated to ground.
- Exterior walls and attic insulated.
- East wall to include (1) 14' (4.3m) wide by 12' (3.6m) high overhead door with automatic opener and (1) 36 inch (.9m) steel, insulated man door.
- North wall to include (1) fixed window minimum 3' by 3'
- ¾ inch water supply terminated at south east interior corner, fed from rear of arena
- Interior Ventilation. Minimum of (1) mechanical louvered 24 inch by 24 inch vent exhausted to outside. Minimum 5000 CFM.
- 100-amp single phase electrical service. Minimum 6 receptacles on north wall, 4 receptacles on south wall. Low bay LED ceiling fixtures
- Wooden storage loft with stairs and railings measuring 12' (3.6m) by 30' (9.1m)
- Fenced compound from rear (west) end of shed to corner of the referee room bump out measuring 20' (6.1m) by 40' (12.19m) feet, 6' (1.8m) in height fence with 2-three foot gates allowing for a minimum 6' (1.8m) opening.
- Any fill or aggregate required will be supplied by the municipality.
- Completion by September 1, 2025

#### 4.3 **Proponent's Supervision on Site**

The Proponent shall provide a competent representative during any construction works taking place including layout, delivery of materials and construction. The Proponent's representative shall at all times be in full control and be responsible for all work carried on behalf of the constructor.

#### 4.4 **Additional Product Information**

Proponents are encouraged to forward any information additional to that information required in this tender which they wish to present with their bid. This information will be used for confirming the design of the building and will not be used as an evaluation tool.

#### 4.5 **Acknowledgement of Best Value**

Note that though the Municipality acknowledges that they are intent on awarding the storage shed based on best value for the Municipality and are using the Technical Specification Proposal as a part of the scoring tool to allow for a means of fair and transparent evaluation. The municipality further acknowledges the technical specification proposal will be judged as a whole when evaluating the criteria. Notwithstanding any specific criteria, the Municipality of Central Huron intends to award a storage shed that represents the best value for the Municipality. The best value storage shed will be determined at the sole discretion of the Municipality of Central Huron.

# Appendix A

## Technical Specification Proposal Submission Form

### To be included in File 1

### Schedule of Specifications

#### Section A Proposal Requirement:

Included in File one Bidders are to submit relevant information that outlines the following in their proposal:

#### Proposal

Please provide details on:

- Width, Length and Height
- Building profile
- Identifying clearances
- Foundation
- Trusses
- Materials to be used
- Specifications
- Industry Standards
- Warranty
- Start and Completion Date.
- Options
- Pricing (DO NOT INCLUDE PRICING IN FILE ONE)
- (INCLUDE PRICING IN FILE 2)

#### Structural Requirements:

The building structure shall be designed, built, and certified by a qualified Structural Professional Engineer in Ontario and conform to the latest edition of the Ontario Building Code.

Steel structural components shall be coated using a hot dip galvanizing process, according to CAN/CSA-G164-M92 or equivalent.

Not Included in the pricing or scope shall be components of the project the Municipality intends to Supply (i.e.) not part of the RFP Scope

- Excess soil to remain on site.
- Additional fill will be available. Supplied by the Municipality.



# Appendix B – Site Map

