

[Two Envelope RFP]

Request for Proposal

GLENCOE FIRE HALL HEATING

[RFP#2021-01]

[DECEMBER 24, 2020]



The Municipality of Southwest Middlesex
153 McKellar Street
Glencoe, ON
N0L 1M0



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Issued by: Southwest Middlesex

Project Manager: Fire Chief Colin Shewell

Contact information: e-mail cshewell@southwestmiddlesex.ca

Phone: 519-521-7850

Issue Date: December 24, 2020

Proposal Closing

Date: January 18, 2021

Time: 1 PM (EST)

Location: 153 McKellar Street, Glencoe, ON N0L 1M0

Southwest Middlesex reserves the right to accept or reject all or part of any proposal and also reserves the right to accept other than the lowest proposal and to cancel the Call for Proposals at any time.

TO OBTAIN DOCUMENTS

Online: www.southwestmiddlesex.ca

By Appointment Only at

153 McKellar Street, Glencoe, ON N0L 1M0



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1.0 General Requirements.

1.1 Background

This project would require the installation of natural gas two (2) overhead radiant tube heating system with four (4) overhead fans, the installation of an adequate pump and removal of 20 tons of geo heat system and replace with two boilers that would be more efficient. This project would enhance the heating system at the Glencoe Fire Station for apparatus floor and office area, while utilizing existing infrastructure as well as supplemental heating.

1.2 Project Overview

The expectation is that these changes will allow the geo-thermal system to function more efficiently in the office portion of the fire hall, and meet the need of being able to more quickly heat the apparatus floor, when required.

1.3 Request for Proposal Schedule

| Task | Date |
|---------------------------------|--|
| Issue Request for Proposal | Thursday December 24, 2020 |
| Mandatory Site Visit | Thursday January 7, 2021 (11am or 1pm) Schedule appointment to Attend |
| Receipt of Proponent Questions | Monday January 11, 2021 |
| Response to Proponent Questions | Wednesday January 13, 2021 |
| Submission Deadline | Monday January 18,2021 1pm EST |

Note: Although every attempt will be made to meet all dates, Southwest Middlesex reserves the right to modify any or all dates at its sole discretion.

Southwest Middlesex reserves the right at any time prior to the close of this RFP:

- a) to withdraw or cancel the RFP;
- b) to extend the time for the submission of proposals; or
- c) to modify the RFP;

By the publication of an addendum or other notice, and Southwest Middlesex shall not be liable for any expense, cost, loss or damage incurred or suffered by any Applicant (or any other person) as a result of its so doing.



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1.4 Inquiries, Clarifications and Addenda

Inquiries regarding this Request for Proposal are to be directed to the Southwest Middlesex before the specified closing date (see cut off dates above) by contacting RFP Project Manager, Fire Chief Colin Shewell or by email at cshevell@southwestmiddlesex.ca.

Inquiries must not be directed to other Southwest Middlesex employees or its members of Council. Directing inquiries to other than the Project Manager may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all Proponents in writing.

Any and all changes to the RFP required before the Proposal closing will be issued by Southwest Middlesex in the form of written Addenda and shall hereby form part and parcel of the project. Addenda shall be issued as per schedule above and no later than five days prior to close as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided. Southwest Middlesex will assume no responsibility for oral instruction or suggestion. If Addenda are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendum/addenda will result in your Proposal being rejected.

The onus is on the Proponent to ensure they have received and acknowledge all addenda prior to submission of proposals. Failure to acknowledge receipt of addenda will be cause for rejection of the Proponents submission.

1.5 Limitation of Liability

Southwest Middlesex and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise. Southwest Middlesex and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents, and shall not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided. The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by Southwest Middlesex will be those that may be contained in any definitive agreement between Southwest Middlesex and the Proponent.



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Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by Southwest Middlesex shall be construed as or imply any obligation or commitment on the part of Southwest Middlesex to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

1.6 Statement of Understanding

For the purpose of this RFP, whoever is named, as the proponent shall be the single point of contact. Each Proponent shall be deemed to have carefully examined the RFP prior to submitting its Proposal, and if it should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, it shall before submitting its Proposal, communicate the same to Southwest Middlesex in writing. At Southwest Middlesex's sole discretion, some or all of the corrections, questions, and answers may be incorporated into Addenda to the RFP for distribution to all Proponents.

By submittal of a proposal, the Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein; that they possess the competence, skills, experience, and expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such service; and that they have secured all the necessary information required by a competent, experienced proponent to prepare a responsible and complete Proposal.

1.7 No Collusion

No Proponent shall discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent shall be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

1.8 No Publicity or Promotion

The Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Proponent is awarded a contract, the Proponent shall not identify Southwest Middlesex as a customer of the Proponent, and shall not otherwise use Southwest Middlesex's name or any Southwest Middlesex mark, without the written consent of Southwest Middlesex.



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1.9 Right to Audit

The Proponent is required to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. Southwest Middlesex has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this agreement.

1.10 False or Misleading Statements

If in Southwest Middlesex's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire proposal may be rejected.

1.11 Bribery/ Fraud

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of Southwest Middlesex, or to commit fraud, Southwest Middlesex shall be at liberty to cancel the Proponent's submission.

1.12 No Local Preference

Southwest Middlesex endeavors to achieve the best value for its taxpayers in its programs and transactions. As a result, Southwest Middlesex will not be bound to purchase supplies or services based upon Canadian content.

All procurement processes are to be conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, open and transparent.

1.13 Insurance

The successful Bidder shall at its own expense obtain and maintain until the termination of the contract, and provide Southwest Middlesex with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars 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 contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.



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c) Professional Liability: If applicable and noted in this request, the successful Bidder shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars with respect to all of the responsibilities relating to this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless Southwest Middlesex is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. Southwest Middlesex reserves the right to request such higher limits of insurance or other type's policies appropriate to the work as Southwest Middlesex may reasonably require.

The successful Bidder shall indemnify and hold the Southwest Middlesex harmless from and against any 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 wilful or otherwise by the bidder, it's agents, officers, employees or other persons for whom the bidder is legally responsible.

1.14 Laws of Ontario

Any contract resulting from this RFP will be governed by the laws of the Province of Ontario.

1.15 Indemnification

Proponent shall protect, defend and save the Southwest Middlesex, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponents, and/or its agents, employees, or successors.

The proponent hereby agrees to defend, indemnify and hold harmless Southwest Middlesex, and all Southwest Middlesex elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

1.16 Non-Waiver

No act or omission by Southwest Middlesex shall be construed by the Successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the



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Successful Proponent of its obligations set out in this RFP and in the Contract, unless Southwest Middlesex provided the Successful Proponent with an express waiver in writing. Any work performed by Southwest Middlesex, which is part of the Work, shall not relieve the Successful Proponent of his/her obligations to do that Work.

1.17 Non-Assignment

During the performance of the contract, the Successful Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Southwest Middlesex.

1.18 Damage Claims

The Successful Proponent shall be responsible for all damages caused by it, its employees, agents, sub-contractors or persons under its control, or arising from the performance of the Work or arising from the Successful Proponent's failure or the failure of its employees, agents, sub-contractors, or persons under its control, to perform any or all of its obligations in accordance with the terms of the Contract.

1.19 Conflict of Interest

The Proponent is required to disclose in its Proposals and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.

The Proponent shall provide a statement that clearly identifies that the Proponent has no conflict of interest with respect to other work and/or other clients. The Proponent shall ensure that all Sub-contractors also have no conflict with respect to other work and/or other clients. No officer or employee of Southwest Middlesex is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said Agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom.

For the purpose of this Request for Proposal, "conflict of interest" includes but is not limited to any situation or circumstance where, in relation to the performance of its obligations under this Request for Proposal and any subsequent consulting agreement, the Proponent's other commitments, relationships or financial interests could be, or could be seen, to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent's independent judgment, or could be, or could be seen, to compromise, impair or be incompatible with the effective performance of the Proponent's contractual obligations.



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The Proponent will be required to enter into an agreement with Southwest Middlesex containing the following provisions.

1. The Proponent agrees to:

- a) avoid any conflict of interest in the performance of its contractual obligations,
- b) disclose to Southwest Middlesex without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations, and
- c) comply with the requirements imposed by Southwest Middlesex to resolve the conflict of interest.

2. In addition to all other contractual rights or any other rights available at law or in equity, Southwest Middlesex may immediately terminate the agreement upon giving written notice to the Proponent when:

- a) the Proponent fails to disclose any actual or potential conflict of interest
- b) the Proponent fails to comply with any requirements imposed by Southwest Middlesex to resolve the conflict of interest, or
- c) in the reasonable opinion of Southwest Middlesex, it is not possible to resolve the Proponent's conflict of interest.

3. The Proponent shall state in its Proposal:

- a) that it will execute an agreement containing the clauses set out above
- b) all the measures, steps, policies and procedures that it currently takes to ensure that conflicts of interest are avoided or that it will take to ensure that there will be no conflicts of interest in regard to Southwest Middlesex' program.

Failure to include this statement may be cause for rejection of the proposal.

1.20 Southwest Middlesex Not Employer

The Proponent agrees that Southwest Middlesex is not to be understood as the employer to the Successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of the RFP process. It is understood that the Successful Proponent will act as an independent supplier.

1.21 Intellectual Property

All reports, plans, designs, and other documents to be produced by the successful Proponent to this Request for Proposals shall, on submission to the Municipality, become the property of the Municipality.



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1.22 Termination

In the event that the successful Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to Southwest Middlesex, Southwest Middlesex may give the successful Proponent notice in writing of such failure. In the event that the successful Proponent has not remedied its failure within ten (10) days of the said notice, Southwest Middlesex shall be entitled to exercise any one or more of the following remedies:

- a) Southwest Middlesex may terminate the contract without further notice;
- b) Southwest Middlesex may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
- c) Southwest Middlesex may engage the services of another Proponent or any other firm to remedy the successful Proponent's failure, and obtain reimbursement therefore from the successful Proponent. The said reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to Southwest Middlesex; and/or;
- d) Southwest Middlesex may assert any other remedy available to it in law or equity.

Unless Southwest Middlesex expressly agrees to the contrary, any failure of Southwest Middlesex to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of Southwest Middlesex to subsequently obtain such remedies.

1.23 Rights Reserved by Southwest Middlesex

Southwest Middlesex reserves the right, in its sole discretion and without notice or reasons, and without liability to:

- a) accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) add specific requirements not covered in the RFP or Proposal;
- c) modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract;



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- d) cancel this RFP at any time, without penalty or cost to Southwest Middlesex. This RFP should not be considered a commitment by Southwest Middlesex to enter into any contract.
- e) decline to permit any party to participate in this RFP;
- f) terminate discussions or negotiations with any or all of the Proponents;
- g) accept a Proposal that does not comply with the requirements of this RFP;
- h) request additional information from a Proponent to supplement or clarify a Proposal;
- i) in evaluating Proposals, consider any factor which Southwest Middlesex considers to be relevant;
- j) negotiate with any Proponent.

In the event of any disagreement between Southwest Middlesex and Proponent regarding the interpretation of the provisions of the RFP, the CAO of Southwest Middlesex or an individual acting in that capacity, shall make the final determination as to interpretation.

1.24 Exclusion of Proponents in Litigation

Southwest Middlesex may, in its absolute discretion, reject a Proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against Southwest Middlesex or its elected or appointed officers and employees in relation to:

- a) Any other contract or services; or
- b) Any matter arising from Southwest Middlesex's exercise of its powers, duties or functions.

In determining whether or not to reject a Proposal under this clause, Southwest Middlesex will consider whether that litigation is likely to affect the Proponent's ability to work with Southwest Middlesex, its agents and advisors, and whether Southwest Middlesex's experience with the Proponent indicates that Southwest Middlesex is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.



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1.25 Exclusion of Proponents Due to Poor Performance

Southwest Middlesex shall document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specification, terms and conditions or for Health and Safety violations.

The CAO (or designate) may, in consultation with the Southwest Middlesex Council, prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

1.26 Pricing

Unless otherwise stated in this document or the successful proponent's submission, all pricing will be firm for the duration of the contract. Any pricing increases year over year will be limited to the annual change percentage in the CPI index at the time of renewal.

1.27 Form of Contract

Unless otherwise stated, the contract for this project is formed by this request for proposal, the successful proponent's submission and the purchase order issued by Southwest Middlesex.

1.28 Accessibility

Southwest Middlesex is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of Southwest Middlesex. The consultant/contractor, its employees and all sub-contractors hired by the consultant/contractor in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.

1.29 Sustainability

One of the principles of Southwest Middlesex's Purchasing Policy is to procure services with regard to the preservation of the natural environment, by encouraging suppliers to provide services that result in the least damage to the environment and incorporating recycled materials. Bidders are expected to carry out their work in an environmentally responsible manner.

1.30 Municipal Freedom of Information and Protection of Privacy Act

The Municipality is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents



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provided to the Municipality in response to this RFP may be made available to the public.

The Respondent hereby consents to disclose any information contained in its submission pursuant to the MFIPPA.

Respondents should clearly indicate any confidential information by stamping the page where it appears with the word “confidential”. The Respondent should make it very clear as to which information is considered confidential or proprietary in nature and why it is considered confidential. Notwithstanding requests to keep the information confidential, all information is subject to MFIPPA and may be subject to release under the Act.

END OF SECTION



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2.0 The Opportunity

2.1 Project Overview

This project would require the installation of natural gas overhead radiant tube heating system with four overhead fans, the installation of an adequate pump and removal of 20 tons of geo heat system and replace with two boilers that would be more efficient. This project would enhance the heating system at the Glencoe Fire Station for apparatus floor and office area, while utilizing existing infrastructure as well as supplemental heating.

Southwest Middlesex may extend the term of this contract by written notice to the successful proponent for a mutually agreed upon timeframe; provided that Southwest Middlesex gives the successful proponent a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit Southwest Middlesex to an extension.

The project scope, content of proposal, and vendor selection process are summarized in this RFP.

2.2 Scope of Work

Southwest Middlesex is seeking written proposals from qualified firms or individuals for the

2.3 Key Deliverables

The work shall consist of the provision of all labour and materials required for the provision of services requested in this request including:

- a) Install all appropriate natural gas line(s) for boilers and overhead radiant heaters
- b) Replace pump and keep geo units running for office heat
- c) Have two (2) radiant heaters installed as supplement heat.
- d) Install minimum 4 ceiling fans
- e) Remove 20 tons of geo thermal heat equipment and replace with 2 – navien NHB175 or similar natural gas boilers
- f) Value-added supply components that may be considered by Southwest Middlesex, such extended warranties, etc.

Proponent will keep prices firm for the duration of the contract period. Failure to comply with this requirement will be cause for rejection of a Proposal.



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3.0 Project Specific Technical Specifications/Requirements

Proponents must ensure that the mandatory requirements, otherwise contained in this Request for Proposal have been satisfied in their proposal. Failure to comply with these requirements may result in rejection of your proposal. Any manufacturer offering products that comply with the required product performance and operation criteria may be considered.

END OF SECTION



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4.0 RFP Submission Requirements

4.1 Delivery of Proposals

Proponents are required to submit two (2) paper copies and one electronic copy (CD or Flash drive) in two sealed envelopes marked confidential (using the envelope templates provided affixed securely to the front of the envelope) to:

Southwest Middlesex
153 McKellar Street, Glencoe, ON N0L 1M0
By Appointment Only

Proposals must be received at the location noted, on or before, Monday January 18, 2021 1pm(EST).

No facsimile transmission or electronic delivery of Proposals will be accepted.

All Proposals must be signed by an authorized signing officer of the Proponent and contain a statement that the Proposal represents a binding offer which is irrevocable by the Proponent and remains in effect and open for acceptance by Southwest Middlesex for ninety (90) days from date of submission, or as may be extended further as agreed by Southwest Middlesex and the Proponent.

The Proposal will be submitted in two separate envelopes: Part 1 (Envelope 1, Technical Submission) and Part 2 (Envelope 2, Price Submission). Part 1 will be evaluated for all proposals, and the Part 2 envelope will only be opened for those proposals that meet the minimum score under the Point Rated Submission Requirements.

Proposal Envelope 1 (Technical Submission) shall contain all information related to the Mandatory Submission Requirements and all information related to the Points Related Submission Requirements up to but not including Appendix C: Price Breakdown. Proposal Envelope 2 (Price Submission) shall contain Appendix C: Price Breakdown.

4.2 Late Submissions

Proposals will not be accepted after the date and time stated above. Proposals received by Southwest Middlesex later than the specified closing time will be returned unopened to the Proponent.

4.3 Submission Requirements

A Proponent's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Incomplete proposals or



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proposals that do not conform to the requirements specified herein will not be considered.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The Proposal shall not simply rephrase or restate Southwest Middlesex's requirements but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. The Proponents are encouraged to provide details that may demonstrate the excellence of their Proposal. Proponents shall assume that Southwest Middlesex has no prior knowledge of their experience and will base its evaluation on the information presented in the Proponent's Proposal.

The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Proponent understands the objectives, context, issues, deliverables and methodologies. Information that summarizes the Proponent's expertise, background and particular suitability for the project should be indicated and illustrated.

All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed as specified. Proponents must clearly mark the original submission.

4.4 Costs and Expenses

Southwest Middlesex and its agents and advisors are not liable for any costs or expenses incurred by the Proponent in the preparation of their response to the RFP. Furthermore, Southwest Middlesex shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by Southwest Middlesex of any Proposal, or by reason of any delay in the award of the Proposal.

4.5 Amendment of Submission

Proponents may amend their Proposals only if the Proposal is resubmitted before the Submission Deadline in accordance with the following:

- a. The Proponent must withdraw its original Proposal on written notice to the Project Manager or designate before the Submission Deadline; and
- b. The Proponent must submit a revised Proposal before the Submission Deadline in accordance with the requirement of the RFP.

Amendments by telephone, facsimile, email, or letter shall not be accepted or considered.



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If more than one Proposal is received under the same name for the same project, the Proposal contained in the submission envelope bearing the latest date and time shall be deemed the intended Proposal. The first Proposal received shall be considered withdrawn and returned unopened to the Proponent.

4.6 Withdrawal of Proposals

A Proponent may withdraw its Proposal prior to the Submission Deadline by giving written notice before the Submission Deadline. Telephone notices shall not be considered. Proposals may not be withdrawn after the Submission Deadline.

4.7 RFP Opening

Proponents are advised there will NOT be a public opening for this RFP. Submissions received by the Deadline, will be opened administratively by members of the Southwest Middlesex RFP Evaluation Committee and at a time subsequent to the closing.

4.8 Acceptance or Rejection of Offer

1. The submission of Proposals does not obligate Southwest Middlesex to accept any Proposal or to proceed further with the Project. Southwest Middlesex may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all proposals for any reason or to cancel the Project without any obligation whatsoever to Proponents.
2. Should Southwest Middlesex not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Proponents.
3. Proposals, which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of Southwest Middlesex, be declared invalid and rejected.
4. Southwest Middlesex retains the separate right to accept or waive irregularities if, in Southwest Middlesex's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, Southwest Middlesex may, as a condition of proposal acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal Price.
5. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at Southwest Middlesex's sole and absolute discretion.



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6. Southwest Middlesex reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest price Proposal will not necessarily be accepted by Southwest Middlesex.
7. Proponents expressly waive any and all rights to make any claim against Southwest Middlesex for any matter arising from Southwest Middlesex exercising its rights as stated in these Instructions to Bidders.
8. If notified that its Proposal has been accepted by Southwest Middlesex, the successful Proponent shall enter into a contract in the form specified and shall deliver same to Southwest Middlesex, in duplicate, within seven (7) working days of notification by Southwest Middlesex to the Proponent of the acceptance of its Proposal, together with duly executed originals of the required contract documents.

END OF SECTION



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5.0 Evaluation

5.0 Proposal Evaluation Committee

An Evaluation Committee comprised of representatives from Southwest Middlesex, consultants and financial experts will evaluate each proposal received in accordance with the evaluation criteria as set out in the Proposal Documents. The Committee reserves the right but is not obliged to perform any of the following:

- a) Enter into further discussions with the Proponent to seek clarification or verify any or all information provided by the Proponent with respect to this RFP that will allow the Committee to reach a decision with a Proponent;
- b) Independently verify any information provided in a Proposal. The Proponent shall co-operate with such independent verification.
- c) Contact any or all of the references supplied and to interview, at the sole costs of the Proponent, the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement, at Southwest Middlesex offices, on 72 hours' notice, to verify and validate any information or data submitted by the Proponent.
- d) Waive irregularities and omissions if, in doing so, the best interest of Southwest Middlesex will be served.

In submitting a proposal, the proponent agrees that the decision of the Evaluation Committee is final and binding, and will not be subject to review by any court and any proponent breaching this provision will indemnify Southwest Middlesex for all its costs as a result of the same, save and except where Southwest Middlesex has acted in bad faith.

5.2 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum technical score (as defined below) or has received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent. Southwest Middlesex reserves the right to interview up to a maximum of three (3) top ranked Proponents.

The representative(s) of a Proponent at any scheduled interview is/are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.



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Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and Southwest Middlesex will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

5.3 Negotiations

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and Southwest Middlesex may be settled, and the issues concerning implementation may be clarified.

5.4 Evaluation Criteria

It is understood by the parties submitting Proposals, that to qualify, Proponents must meet all mandatory requirements, as well as the minimum score identified for the point-rated criteria. The contract will be awarded to a single proponent based on a determination of best value taking into account both the technical merit of the Proposals and the financial evaluations.

Southwest Middlesex reserves the right to change the structure and criteria set out in this RFP prior to the date and time of closing for the acceptance of proposals.

Proposals will be evaluated in three separate steps as follows:

- a) Evaluation of the Mandatory Requirements as listed below. Only Proposals meeting all of the Mandatory Requirements will advance to Step b).
- b) Evaluation of the point-rated technical requirements as listed below. Any Proposal which fails to achieve a minimum score of 75% overall for the point-rated categories will be eliminated from further consideration.
- c) Evaluation of the price component of the submission (Envelope 2).

5.5 Selection Process

The Municipality will determine the Successful Proponent using the Evaluation Bid formula where the fee total is divided by the technical score. The Technical proposal will be evaluated first in accordance with the requirements of the Request for Proposals document prior to opening of the financial envelope for price evaluation. The proponent with the lowest Evaluated Bid shall be the Successful Proponent. The Evaluated Bid is



Request for Proposal [Glencoe Fire Hall Heating]

used for award purposes only and does not change the actual fee total for payment purposes.

Below is an example of the Evaluated Bid process in which Proponent B is the Successful Proponent.

| Proponent | Bid Price | Technical Score | Evaluated Bid |
|------------------|------------------|------------------------|----------------------|
| A | \$200,000 | 85 | 2352.94 |
| B | \$220,000 | 95 | 2315.89 |

If the proponent with the best/lowest evaluated bid score has a bid price exceeding the Municipality’s internal estimate or budget allocation, the Municipality reserves the right to consider award of the assignment to the next lowest bid score.

5.6 Mandatory Submission Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a Proposal being declared a Non-compliant Proposal and will be given no further consideration. Southwest Middlesex may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- a) Proposal must be received at the closing location prior to closing date and time.
- b) Proposal must be typewritten in English and will not be accepted by email.
- c) Any changes on the original proposal should be made in ink and initialed by the person signing the proposal.
- d) Two (2) hard copies of the proposal to be submitted in Four (4) envelope
- e) Completed Appendix A: Submission Checklist.
- f) Completed, signed and sealed Appendix B: Form of Proposal. The Form shall be an Original that is signed in the spaces provided by a duly authorized official of the Proponent;
- g) All Addenda must be acknowledged.
- h) Include conflict of interest statement per 1.19 (3)
- i) Proof of insurance



Request for Proposal [Glencoe Fire Hall Heating]

- j) Inclusion of all point rated requirements outlined below.
- k) Refer to 5.0 for mandatory technical requirements

5.7 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| Rated Criteria Category | Weighting (Points) | Minimum Threshold |
|-------------------------------------|--------------------|-------------------|
| 5.7.1 Experience and Qualifications | 30 points | 15 points |
| 5.7.2 References | 25 points | 15 points |
| 5.7.3 Pricing | 25 points | 10 points |
| Total Points | 80 points | 40 points |

5.7.1 Experience and Qualifications – Total Points = 30 points]

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) its knowledge, skills and expertise in the following areas:
Natural Gas and Geo-Thermal; and
- (e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the Municipality of Southwest Middlesex.



Request for Proposal [Glencoe Fire Hall Heating]

5.7.2 References

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 5 years.

5.8 Confidentiality of Evaluation

All information provided by a Proponent in connection with this RFP shall be confidential and shall not be disclosed except as required by law.

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked Proponent, no details of the Proposal or score or ranking of any Proponent will be released to any other Proponent.

END OF SECTION



Request for Proposal [Glencoe Fire Hall Heating]

Appendix A Submission Checklist

[The following information and supporting documentation must be provided as part of the proposal submission to ensure the product(s) meet mandatory technical specifications. Failure to include this may result in the submission being disqualified.]

| Item No. | Description | State Compliance (Y/N) | Documents Provided (Y/N) |
|-----------------------------|---|------------------------|--------------------------|
| General Requirements | | | |
| 1. | Ensure all components of the Evaluation Criteria have been addressed and included. (Envelope 1) | | |
| 2. | Complete Appendix B: Sign & Seal forms, include additional documentation where required. (Envelope 1) | | |
| 3. | Complete Appendix C: Price submission (Envelope 2) | | |



Request for Proposal [Glencoe Fire Hall Heating]

Appendix B: Form of Proposal

The following declarations must be included as part of your Proposal:

I/WE, the undersigned authorized signing officers for the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this Proposal.

I/WE further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/WE further declare that this quotation is made without any connection, knowledge, and comparison of figures or arrangements with any other company, firm or person making a Proposal and is in all respects fair and without collusion for fraud.

I/WE further declare that no appointed officer or employee of Southwest Middlesex will have any interest, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.

I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with Southwest Middlesex representatives, relative to this Proposal.

I/WE further declare that the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate on behalf of the Proponent.

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act

I/WE have received and allowed for Addenda _____ through _____ inclusive.



Request for Proposal
[Glencoe Fire Hall Heating]

Submitted by: _____
(Company/Firm)

Name, Title: _____

Signature: _____

| | |
|-------------|------------------------|
| Date: _____ | (Affix Corporate Seal) |
|-------------|------------------------|

Address:

City, Province/State

Postal/Zip Code

Telephone: _____ Fax: _____

Email for contact:

HST Number: _____



Request for Proposal [Glencoe Fire Hall Heating]

B1.0 Company Background

Provide a company profile as per Section 6.1. Include additional chart if proponent is different than the manufacturer.

| | |
|--|--|
| Organization Legal Name | |
| Business Name (if different) | |
| Total # of years in business: | |
| Number of years representing manufacturer (if applicable): | |
| Location(s) and description of practice at each location | |
| Description of capabilities, organization, personnel | |
| Company Board Members and background (if applicable) | |
| Number of Employees | |
| Description of Litigation | |



Request for Proposal [Glencoe Fire Hall Heating]

B2.0 Reference Details

Provide a minimum of three (3) project references of completed projects implemented in Canada within the last 5 years with a similar project scope as detailed in this document

Fill out the following chart for **each** individual project – minimum three (3) required:

Reference # _____

| Project Details | |
|---|--|
| Location (City/Town) | |
| Project Description | |
| Total Value of Project | |
| Key Personnel | |
| Date completed (MM/YYYY) | |
| Additional Project scope and details | |
| Client Contact Information (Reference) | |
| Client Company | |
| Contact Name, Title | |
| Client Phone Number | |
| Client Email Address | |



Request for Proposal [Glencoe Fire Hall Heating]

B3.0 Experience Details

Provide a statement describing the quality control process.

| | |
|---|--|
| Number of years providing work of similar scope and value | |
| Background on relevant experience | |
| Manufacturing Quality Control process & management | |
| Certification (ISO9001, etc.) | |



Request for Proposal [Glencoe Fire Hall Heating]

B4.0 Financial Background Details

Provide financial background as per Section 6.3. The proponent must sign and certify the following table:

| | |
|---|------|
| Full Company Name | |
| Address | |
| Year Incorporated | |
| Telephone | |
| Company Principals | |
| | |
| | |
| Parent Company/Subsidiaries (if applicable) | |
| | |
| | |
| The proponent certifies that the Proponent Company/Corporation is not currently, and has not within the past five years, been in bankruptcy protection. | |
| Financial Statements have been provided as part of this RFP. <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Authorizing Signature, Title | Date |
| | |

Appendix C: Pricing Breakdown (include in Envelope 2)

Total lump sum for direct labour and costs: \$ _____

Total indirect costs and disbursements: \$ _____

HST at 13% \$ _____

TOTAL PROPOSED PROJECT COST: \$ _____

SHOW HOURLY RATES FOR KEY TEAM MEMBERS;

PROJECT MANAGER \$/HR _____

_____ \$/HR _____

C2.0 Other applicable costs if any:

A. Value added options? \$ _____

B. Other _____ \$ _____

C3.0 Payment Terms:

Detailed description of payment terms (i.e. NET60, NET45, etc., when the payment period starts, etc.):

Appendix D: AODA Contractor Compliance Statement Form



AODA Contractor Compliance Statement Form

I/We, certify that we are in **full compliance** with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and have provided the necessary training to all staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the training requirements of Ontario Regulation 191/11 the training that I/We provided includes the following content:

1. A review of the purpose and requirements of the Accessibility for Ontarians with Disabilities Act and the Human Rights Code;
2. The requirements of the Integrated Accessibility Standards Regulation;
3. The requirements of the Accessible Customer Service Standard Regulation;
4. Review of the Municipality of Southwest Middlesex Accessibility Policy

The necessary training will be delivered on an ongoing basis to all new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the Municipality of Southwest Middlesex.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the Municipality of Southwest Middlesex, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training in accordance with Ontario Regulation 191/11, to provide services to, or on behalf of, Southwest Middlesex.

Company Name:

Address:

Town/City: Postal Code:

Name(s): Title(s):

Signature(s): Date:

I/We have the authority to bind the Company.

Training resources are available online for your convenience:

- Access Forward: Training for an Accessible Ontario <http://accessforward.ca/>
 - Human Rights Code Training <http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>
-

For further information about the regulations, please contact the Municipality of Southwest Middlesex's Clerk:

Phone: 519-287-2015 ext. 109

Email: cao@southwestmiddlesexcentre.ca

Accessible formats of this document are available upon request.

Envelope 1 – TECHNICAL SUBMISSION

SUBMITTED BY:

FIRM NAME:

ADDRESS: .

SOUTHWEST MIDDLESEX

153 McKellar Street, Glencoe, ON N0L 1M0

CONTRACT NAME: **REQUEST FOR PROPOSAL – Glencoe Fire Hall Heating Project**

CLOSING DATE: **Monday January 18, 2021**

CLOSING TIME: **1 pm EST**

IMPORTANT:

Proposals are to be dropped off at the location noted in the address line above. Submissions received at any other location than that stated above or received after the closing time will NOT be accepted. The onus is on the proponent to ensure that the bid is received in the proper location and before the closing time.

Envelope 2– PRICING SUBMISSION

SUBMITTED BY:

FIRM NAME:

ADDRESS: .

SOUTHWEST MIDDLESEX

153 McKellar Street, Glencoe, ON N0L 1M0

CONTRACT NAME: **REQUEST FOR PROPOSAL – Glencoe Fire Hall Heating Project**

CLOSING DATE: **Monday January 18, 2021**

CLOSING TIME: **1 pm EST**

IMPORTANT:

Proposals are to be dropped off at the location noted in the address line above. Submissions received at any other location than that stated above or received after the closing time will NOT be accepted. The onus is on the proponent to ensure that the bid is received in the proper location and before the closing time.