



BUILDING CONDITION ASSESSMENT STUDY

Request for Proposal (RFP)

SEALED PROPOSALS for the Southwest Middlesex Building Condition Assessment Study will be received by the undersigned at the Municipal Office:

153 McKellar Street

Glencoe, Ontario N0L1M0

Request for Proposal documents may be obtained at the Municipal Office or may be obtained electronically from southwestmiddlesex.ca or by emailing Kristie DeWaele at kdewaele@southwestmiddlesex.ca

To be considered, submissions must be in accordance with Section A of the RFP and must be received at the above address on the specified date in a sealed envelope marked:

SWM BUILDING CONDITION ASSESSMENT STUDY “Confidential”

To be submitted to:

Greg Storms

Director of Operations

Municipality of Southwest Middlesex

153 McKellar Street,

Glencoe, Ontario

No later than:

FRIDAY, MAY 27TH 2022 @ 4:00 PM

Lowest or any proposal not necessarily accepted.

If you are a person with a disability and need the Municipality of Southwest Middlesex information in another format, please contact (519)287-2015, Monday to Friday 8:30 am to 4:30 PM

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A – THE PROJECT AND PROPOSALS

1.0 Introduction

The Municipality of Southwest Middlesex herein “the Municipality”, invites proposals from qualified firms to perform Building Condition Assessments (BCA) on facilities within Southwest Middlesex. The proposal must meet all the requirements outlined in this document and Section A - The Project and Proposals. Should none of the proposals be accepted, a re-issuance of the Request for Proposal (RFP) may be possible.

2.0 Term Of Project

The Municipality of Southwest Middlesex anticipate awarding this RFP on June 10th 2022 and expects work to begin immediately upon award. To meet the municipality’s internal budget timelines the successful Proponent will be required to complete inspections and compile data by December 2022 such that the municipality can utilize the collected information to reasonably inform budget requests. The successful proponent shall work with the municipality to schedule inspections to optimize delivery of asset data in a timely manner especially for facilities prioritized by the municipality. For each facility noted within schedule the successful Proponent shall include a high-level schedule within their RFP submission outlining inspection start and end date (1), draft data delivery date (2), draft report delivery date (3), and final report delivery date (4).

3.0 RFP Schedule

The RFP process will be governed according to the following schedule:

Release of RFP: April 22nd, 2022

RFP Closes: May 27th, 2022

Final Selection and Notification: June 10th, 2022

4.0 Project Authority and Involvement

This RFP is administered by the Director of Operations. All inquiries regarding this RFP must be directed as specified.

5.0 Inquiries

Any clarification of this document or request for additional information must be received by May 20th, 2022 and directed to:

Greg Storms, Director of Operations
153 McKellar Street
Glencoe, Ontario N0M 1P0
Phone: (519)287-2015 ext 8119
Email: gstorms@southwestmiddlesex.ca

If necessary, a written addendum will be sent to all proponents.

6.0 Evaluation of Proposals

The criteria outlined below will be used as the basis to evaluate proposals. The Municipality retains the option to evaluate proposals based on other criteria or considerations that may emerge as the RFP and proposal process proceeds.

Table 1 – Evaluation of Submissions

| EVALUATION OF CRITERIA | WEIGHTING |
|---|------------------|
| Qualifications and Expertise | 10% |
| Experience with projects of similar size and complexity | 20% |
| Project Approach and Methods | 20% |
| References | 10% |
| Proposal Cost and Timeline | 40% |
| TOTAL | 100% |

As part of the selection process, the Municipality may require that finalized firm(s) attend an interview. The key personnel with direct and primary responsibility for managing the project and ensuring client satisfaction must make the presentation.

Selection of a proposal will be based on all the above criteria and any other relevant information provided by the Respondent(s). Final selection will be based upon the evaluation of proposals unless it is deemed necessary to conduct interviews with one or more of the consultants. The Consultant determined to be the best qualified to perform this project will be recommended as per the Municipality's Purchasing Policy for contract award.

The Proposal must meet all the requirements outlined in this document. Should none of the proposals be accepted, a re-issuance of this Requests for Proposal (RFP) is possible. It should be noted that the approved budget for this project is \$50,000.

We will not accept options.

7.0 Background

To manage the portfolio of facilities and provide a strategy for maintaining the facilities in a good state of repair; the Municipality is assessing the current state / condition of its existing portfolio of buildings. From these new assessments being procured as part of this RFP, The Municipality needs to develop a multi-year capital plan to manage and maintain its facilities in a good state of repair operationally and fiscally.

Maintaining a facility in a good state of repair also means maintaining a facility to current legislation and building codes.

There are 24 facilities that Southwest Middlesex Municipality manages and operates noted within the below document that need to be examined through a BCA. These facilities consist of administrative offices, mixed-use facilities (offices with adjoining or garage function) fire service stations and recreational facilities.

The Municipality will provide record drawings and any other relevant information, including existing equipment lists that may be available to assist in the carrying out of these building condition assessments. The Municipality will provide an inventory list and the consultant during their inspections shall be responsible for verifying provided details and adding missing inventory information. This may include net new assets that are not included in the provided listing. The existing list may not be a comprehensive component listing. The successful Proponent shall not rely solely on the as-built drawing, documents, or the capital work history for the purpose of completing the scope of work. Site visits are expected and access can be coordinated with staff at the municipal office.

8.0 Objectives

The objective of this project is to perform Building Condition Assessments (BCA) on those facilities listed in Appendix A. The BCA will ascertain the physical condition of these Municipal facilities, building systems and elements and individual equipment and shall be graded and prioritized based on the specific categories identified in this RFP.

The BCA will determine the requirements for compliance with relevant legislation including but not limited to the Ontario Building Code, the Accessibility for Ontarians with Disability Act (AODA), and all Health and Safety regulations and the Municipality's Asset Management Plan.

The assessments will evaluate opportunities for increasing a buildings energy and environmental performance from a technical and economic standpoint by identifying inefficient building systems or equipment that can be replaced by newer technologies as part of life-cycle replacements.

9.0 Project Scope

Building Condition Assessments shall be completed for each of the Municipality facilities listed in Appendix A.

There are building condition assessment reports, available electronically in Microsoft Excel and format; the successful Proponent is required to submit the completed reports in Microsoft excel format provided as part of the project documentation and deliverables.

At a minimum, all assessments shall include the building elements, systems and equipment identified in the UNIFORMAT II format (See Appendix C – UNIFORMAT II).

Appendix A lists the facilities to be assessed; Proponents should note that sitework associated with each facility is not included in the scope of work. Exterior site work will only include walkable surfaces/concrete and components and fixtures directly connected to the buildings, it does not include parking areas, curbing, catch basins and associated grounds and equipment.

9.1 Proponent Deliverables

9.1.1 *Building Condition Assessment Report Templates*

The BCA report(s) is intended to gather both qualitative and quantitative data about each facility on a building component basis. It also shall provide qualitative and quantitative data on building components of high value relative to the facility and/or of high criticality to the facilities core function. Using non-intrusive investigative techniques, the Consultant shall use the template provided to describe existing deficiencies and problem areas, and generally comment on the condition of each building element. BCA Reports for each site shall include:

- Cover page
- Building name,
- Address,
- Building Classification
- Date assessment was conducted,
- Date of report,
- Name of the person(s) who completed the assessment and report,
- Building Facility Description
- Executive summary of assessment findings Observations and recommendations
- Scope of work detailing what action is required and recommended action date
- Barrier Free assessment findings
- Energy efficiency recommendations
- Any limiting factors or assumptions made during the assessment
- Completed tables per Appendices
- TOA- Capital Budget sheet required information
- Labelled photos of general views of the building on each elevation
- One or two labelled photos for each building component or equipment being assessed regardless of condition including barcodes and identification plates
- Labelled photos of elements or equipment needing work within the five years from the date of assessment.
- Labelled photos of other deficiencies which the Consultant notes in the BCA report
- Labelled photos of mechanical rooms, electrical rooms, elevator rooms
- Critical Rehabilitation vs. Replacement Date: The Consultant shall provide a forecast of when rehabilitation activities may significantly approach (i.e., rehabilitation costs =>70% of replacement costs) total cost of asset replacement. As part of the Proposal submission, Proponents shall detail their forecast methodology and outline other

considerations such as facility obsolescence. The Municipality intends to utilize these forecasts to aid in long term planning including asset lifecycle planning.

- Consideration for coordinated replacements of multiple components under one project. Further details outlined in Replacement and Rehabilitation Projects below.

9.1.2 Building Square Footage Verification

As part of the review the successful Proponent shall complete onsite verification and review of the total building gross area of each facility as listed in Appendix A. This verification shall be based on the International Facility Manager's Association Standard Classification for Building Floor Area Measurements for Facility Management (ASTM E1836). All confirmed square footage totals shall be populated into the data collection templates. Square footage for interior building components (i.e., flooring) may be based on drawings where provided. Should there be discrepancies between the sum of interior square footage and gross total building area (i.e., interior square footage greater than gross square footage) interior square footage onsite verification and review will be required.

9.2 Facility Data Collection & Inventory

The Successful Proponent shall be responsible for populating data collection templates for each Facility. This information shall be provided to Southwest Middlesex as a deliverable; the information collected from inspections and housed within the collection templates shall inform the Building Condition Assessment Reports. Data shall be collected based on and in satisfaction of the following:

9.2.1 Use Of Guidelines

The Consultant will use Appendix B Building Standards Guideline to complete the BCA Report. The document defines the standard conditions expected for building elements to be safe and in sound working order. The guideline is not intended to limit the extent of the assessment or in any way alter the professional opinion of the Consultant or the Consultant's staff completing the assessment.

9.2.2 Replacement And Rehabilitation Projects

It is the intention of the Municipality to utilize the BCA Report(s) to generate Replacement and Rehabilitation Projects to correct the noted deficiencies and replace building elements and equipment at end of asset life. The Consultant shall when completing the BCA Report consider and where sensible group the timeline for replacement of building elements that are integrated with other elements into larger more efficient Rehabilitation projects and make such recommendations.

The consultant should also consider economies of scale with respect to Public Procurement practices; where possible like projects should be aligned to reduce the number of tenders required.

Example Scenario: The Consultant determines that staff washroom plumbing fixtures have a remaining service life of 7 years, washroom flooring has a remaining service life of 2 years, wall finishes have a remaining service life of 5 years, vanities have a remaining life of 5 years and washroom partitions are beyond expected service life. In this example scenario, the Municipality expects the Consultant to provide a recommendation for a washroom renovation project that would refresh all integrated elements.

BCA reports shall consider and plan for asset replacement groupings to obtain project execution and cost efficiencies. However, the data collection template shall be populated based on recommended replacement date irrespective of project pooling considerations.

9.3 Attribute Data Collection Details

For every asset identified in Appendix A, the Consultants shall be responsible for verifying, updating and as applicable populating each building element and equipment using UNIFORMAT II level.

A minimum of one photo shall be captured per building component; any visible deficiencies should be captured by photo where possible. The Municipality shall provide the successful proponent with the data collection tools and to the extent possible it shall be populated with available existing facility and component information and data. The Municipality identifies to Proponent's that significant to moderate data gaps currently exist. Further details on data collection requirements are as follows:

- a. A general description of each building element being assessed which should include a location of the element within the context of the building or site.
- b. The expected life span and effective age provided the best judgment of the Consultant based on the observed condition of the building element or equipment, and the remaining service life span based on the difference between the two factors.
- c. Assign a Condition Value and Condition Priority to each building element or component utilizing the definitions provided in Appendix B – Condition Value & Condition Priorities. The Consultant may also suggest an alternative Condition Value Rating scale that they have used successfully in the past; however, use of an alternate scale is subject to preapproval of the Municipality.
- d. Consequence of Failure: This shall reflect the criticality of the building component to the function of the building based on a 1-5 range. The greater the component's criticality the higher the consequence of failure score. Criticality shall consider ability for the facility to operate with failed component, health and safety impacts of component's failure, and impact to other building components. For example: a failed fire system will result in the facility not being legislatively permitted to operate, health and safety impacts of a failed fire system are grave, in the event of fire all other building components are likely to be catastrophically compromised. Thus, this component has a high consequence of failure (i.e., 5). Other scores for example are provided below:

| Component | Consequence of Failure |
|----------------------|------------------------|
| Interior Wall Finish | 1 |
| Domestic Hot Water | 2 |
| Non-Emergency Exit | 3 |
| HVAC unit | 4 |
| Fire Exit | 5 |

- e. The Consultant shall identify a recommended action and year of action for each building element or equipment. The recommended actions shall be Replace, Repair, Remove/demolish, remediate (i.e., anything hazardous), study (further investigation required), and/or immediate maintenance.
- f. The Consultant shall identify the replacement cost using RS Means adjusted to the local market and expressed in current year dollars for each building element or equipment assessed. Soft costs associated with the specified action (e.g., replace) may be accounted for through Percentage Renew.
- g. Percentage Renew: Reflects the percentage of the component that will be replaced and includes any additional engineering and/or contract administration costs deemed necessary to complete the work. The percentage identified for renewal may be less than or greater than 100% based on inspection findings. For example:
 - i. Floor replacement for 100% of Type A flooring may be required. To complete the project, asbestos remediation will be required and come at an additional cost estimated to be 20% of replacement cost. Therefore, the percent renew would be 120%.
 - ii. Type A flooring is identified to need replacement but only for only 50% of the flooring area (perhaps this is due to excessive wear and tear in an isolated area). To complete the project, asbestos remediation will be required and come at an additional cost equal to 20% of the replacement cost (in this case 20% of 50%). Therefore, the percent renew would be 60%.
- h. The Consultant shall consider energy and environmental performance of each building element or equipment reviewed as part of the BCA.
- i. The Consultant shall make recommendations and provide a cost to the Municipality if any destructive or non-destructive testing, additional studies or surveys should be completed to further evaluate the condition of building elements that in their professional experience, needs immediate attention or may be impacting the energy performance of the building adversely.
- j. During inspection some items may be identified for repair. Cost estimates for repairs shall be provided and shall be identified as an individual event against the asset. Replacement costs shall also be captured irrespective of the identification or repairs or studies, surveys, or testing.

9.3.1 Barrier Free Assessment

The Consultant shall as part of the BCA reports assess where, in general terms; the facility may be deficient from the relevant legislation affecting barrier free access. It is the expectation of the Municipality that the Consultant shall be familiar with the relevant legislation and Architectural design principles, but not an expert or specialist in the area of Barrier Free design. Legislations include the Ontario Building Code, Accessibility for Ontarians with Disabilities Act, Integrated Accessibility Standards Regulation and the Design of Public Spaces Standards. The assessment of Barrier Free compliance is not intended to be to the level of a formal Accessibility Audit. The Consultant shall identify within the report obvious barriers that hinder access to a facility that can be immediately addressed without impacting other building elements or major building systems, understanding that larger and more complex barrier free deficiencies would be addressed during larger renovations to a facility. The Consultant shall recommend work required to bring the facility closer to compliance with the relevant legislation and provide a cost estimate to rectify each reported deficiency when building elements reach end of service life. The Consultant shall pay particular attention to the Municipality's public facing facilities.

9.3.2 Energy And Environmental Upgrades

The Consultant shall consider energy and environmental performance of each building element reviewed as part of the BCA. Both low/no carbon and cost-effective upgrades shall be listed in the BCA report subject to the following constraints:

- Cost savings and payback period should be expressed as an incremental amount versus in addition to the like for like replacement.
- Cost effective means having a simple payback of ten years or less, i.e., estimated capital cost divided by the first years projected savings should be less than or equal to ten years.
- The Municipality will provide the Proponent with utility rates to be used in calculations.
- Sufficient detail will be provided by the Proponent in the BCA report to describe the nature of the upgrade and assumptions made.
- The Consultant shall consider energy and environmental performance of each building element or equipment reviewed as part of the BCA.
- Greenhouse gas emission savings and the cost of measures as a unit of carbon reduction (to prioritize projects with the most impact for investment)
- Low-carbon/ no carbon alternatives and provide the premium cost compared to the conventional equipment replacement cost, cost savings and payback period
- Long term retrofit schedule to meet 2050 GHG emission targets

9.3.3 Pool Equipment

For those facilities that have been identified within Appendix A pools. The Consultant is to provide a review of all related equipment such as, but not limited to heaters, filters, concrete pool, and all associated parts that support the ongoing maintenance of these facilities.

9.4 Deliverables Expectations

- The Consultant shall provide a Building Condition Assessment Report for each facility listed in Appendix A - List of Facilities.
- All Draft and Final BCA Reports shall be delivered to the Municipality electronically in MS Word and MS Excel format.
- All project documentation, templates, tables shall be delivered to the Municipality electronically in the native format (i.e., MS Excel, MS Word, jpeg. etc.) via email and two sets of hard copies will be required. The successful Proponent is not responsible for data upload to any other system.
- The Consultant shall provide complete review of all pools inclusive of concrete pool, decks, diving boards, ladders, etc.
- The Consultant shall exclude all parking lots from their reviews .
- Upon award the Municipality will provide the successful consultant with completed recent assessments and a list of active capital projects.

10.0 Additional Information & Proposal Considerations

10.1 Municipality Of Southwest Middlesex Capital Project Sheets

As part of the annual capital budget development process, departments are required to prepare and submit a document referred to as Capital Project sheet for each recommended project.

The Consultant shall provide enough information within the BCA report for the Southwest Middlesex Facilities team to complete a capital project sheet for each building element or equipment requiring further studies, repairs and/or replacement as identified in the data collection sheet and as per the BCA report. The information required for Southwest Middlesex staff to populate the Capital Project Sheets is:

- Project description
- Project justification/Capital Service Level Impact
- Project benefits
- Impacts to the organization if required work was not approved.

10.2 Draft Review

The Municipality shall conduct draft reviews of each BCA report. The Consultant shall make the required updates to the draft BCA documents; provide additional information, details and data as requested. If deemed required in the sole opinion of the Municipality; the Consultant shall revisit the facility to assess any building elements or equipment that the Consultant failed to report or failed to assess to the satisfaction of the Municipality prior to preparing the draft BCA report.

The Municipality will generally require only a single draft review before the Consultant delivers a final BCA report provided the Consultant completes all requested revisions to the satisfaction of the Municipality.

For all facilities being assessed the Municipality reserves the right to request a second draft review prior to the final BCA report being delivered if in the sole opinion of the Municipality the quality of the Report is unsatisfactory and lacking in quality in anyway.

10.3 Meetings

All meetings, unless otherwise determined by the Municipality, shall be held at Southwest Middlesex Municipal Office or virtually. The Municipality expects to meet with the Consultant's key staff. The Consultant shall also meet with the Municipality after the submission of the draft BCA reports to review Municipality's comments and answer questions.

10.4 Building Access

The successful Proponent will be provided full access to the facilities under the chaperone of the Municipality's staff. Selected staff are experienced operators of the facilities, and their insights, observations, and expertise should be obtained and considered in the recommended replacement actions and dates and any other relevant attribute data collected or verified.

10.5 Schedule

The Consultant is required to submit a detailed project plan and schedule in MS Project format that includes specific dates, tasks and meets the milestone dates and deliverables. The Consultant's detailed project schedule will be subject to approval by the Municipality.

The Municipality with the Consultant will review the schedule periodically throughout the term of the Contract. The Consultant shall adjust the project schedule as requested by the Municipality; this includes any changes to when BCAs shall occur, timelines for milestone deliveries, additions, substitutions, or deletions from the project scope.

As noted under 2.0 Terms of Contract it is the expectation that inspections and data collected shall be complete and available for Southwest Middlesex draft review no later than December 30th 2022.

10.6 COVID-19 Protocols

Based on the strong recommendation of public health authorities, and our commitment to provide a safe and healthy working Southwest Middlesex, The municipality requires that contractors involved in-person interactions with staff be fully vaccinated against COVID-19.

For the purpose of this policy and program, fully vaccinated shall have the same meaning as it does for Public Health Canada.

Southwest Middlesex requires that the contractor responsible for directing its workforce within Southwest Middlesex attest (Form B5 – COVID-19 Attestation Form) that the employees sent to undertake work for Southwest Middlesex within the municipality where their staff will have face-to-face interactions with staff meet the requirements of the policy.

11.0 Submissions of Proposals

To receive consideration, proposal documents must be received prior to the specified time of closing as stated in section 3.0. Proponents are solely responsible for the method and timing of

delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejections of the proposal.

The Municipality reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the interest of the Municipality to do so, including if only one proposal is received.

Appendix A: List of Facilities

| Building No. | Address | Building Name | Year Built | Notes | Total Sq Meters |
|-------------------|--------------------|------------------------------------|--------------|--|-----------------|
| GLENCOE | | | | | |
| 1742 | 157 Water St. | Glencoe OPP Station | 1965 | | 250 |
| 1768 | 153 McKellar St | Municipal Office | 1965 | Attached to PW Garage | 580 |
| | 153 McKellar St | Public Works Garage | 1948 1965 | Attached to SWM Office. Addition added in 1965 | 220 |
| 1763 | 178 McKellar St | Historical Society | 1871 1985 | Original bldg. Addition added in 1985 | 350 |
| 2177 | 138 North St. | Pool & Pool House | 1967 | Concrete pool | 200 |
| 2175 | 157 McRae St. | Train Station | 1856 | Moved to current site in 2001 | 270 |
| 2163 | 71 Main St. | Glencoe Fire Station | 2011 | | 1000 |
| 1752 | 138 Mill St. | Project 2000 – Pavilion | 1999 | | 330 |
| 1755 | 144 Simpson St. | Picnic Pavilion – Simpson Park | 1973 | Rebuilt in 2000's | 100 |
| 1748 | 266 Appin Rd. | Glencoe Salt Dome | 1983 | | 500 |
| 1747 | 266 Appin Rd. | Glencoe Sand Shed | 1987 | | 140 |
| 1749 | 266 Appin Rd. | Glencoe Central Garage | 1965 | Addition added in 2014 | 715 |
| APPIN | | | | | |
| 2181 | 48A Wellington Ave | Ekfrid Community Centre | 1967 | Addition added in 2014 | 590 |
| 1758 | 48A Wellington Ave | Appin Post Office / Museum | 1890 | Moved to park in 1996 | 90 |
| 1760 | 48A Wellington Ave | Appin Museum | 1890 | Moved to park in 1980 | 40 |
| | 48A Wellington Ave | Appin Park Pavilion | 1980 | | 190 |
| 1750 | 34 Wellington Ave | Appin Ball Diamond Canteen | 1992 | | 135 |
| 1743 | 49 Wellington Ave | Public Works Storage Shed/washroom | 1974 | | 80 |
| 1744 | 49 Wellington Ave | Appin Sand / Salt Storage | 1986 | | 573 |
| 1745 | 49 Wellington Ave | Appin PW Garage | 1969 | | 330 |
| WARDSVILLE | | | | | |
| 1741 | 1784 Longwoods Rd | Wardsville Fire Station | 1945 | Renovated in 2002 | 230 |
| 1764 | 21935 Hagerty Rd | Wardsville Library | 1955 | | 110 |
| 1761 | 1789 Longwoods Rd | Wardsville Museum | 1876 | | 50 |
| 1746 | Wellington St | Wardsville Storage Garage | 1989 | | 55 |
| 1751 | Church St | Little Kin Park Pavilion | 1985 | Food booth added in 1993 | 165 |
| | | | | | |

Appendix B: Condition & Priority Tables

Condition Value Table

| Condition Value | Description |
|-----------------|---|
| Very Good | Building element is like new, functioning as designed, minor / superficial deterioration or minimal to no deterioration of element. |
| Good | Building element is functioning as designed with regular preventative maintenance occurring. Building element is not requiring replacement within the next 5 years. |
| Fair | Building element is functional and has experienced normal deterioration as expected given the age of the element and expected service life. Minor distress of element is observed indicating repairs and / or replacements will be required within the next five years. |
| Poor | Building element and sub-element are not functioning as intended, are inefficient requiring additional reactive maintenance. Building element has reached the expected service life and requires replacement within the next year. Replacement of the element will likely yield long term cost savings, reduce energy consumption, improve program / service delivery. |
| Very Poor | Building element and sub-element has exceeded service life and has failed, significant deterioration has occurred as a result of failure. Material risk to infrastructure and people are present due to failure. Deficiency must be dealt with immediately. Cost of rehabilitation has exceeded critical threshold; Replacement of the element will likely yield long term cost savings, reduce energy consumption, improve program / service delivery. |

Appendix C: UNIFORMAT II

| <i>Level 2 List</i> |
|--|
| <i>A.List</i> |
| A10 - Foundations A20 - Basement Construction |
| <i>B.List</i> |
| B10 - Superstructure B20 - Exterior Closure B30 - Roofing |
| <i>C.List</i> |
| C10 - Interior Construction C20 - Stairs C30 - Interior Finishes |
| <i>D.List</i> |
| D10 - Conveying D20 - Plumbing D30 - HVAC D40 - Fire Protection D50 - Electrical |
| <i>E.List</i> |
| E10 - Equipment E20 - Furnishings |
| <i>F.List</i> |
| F10 - Special Construction |
| <i>G.List</i> |
| G10 - Site Preparation G20 - Site Improvements G30 - Site Mechanical Utilities G40 - Site Electrical Utilities G90 - Other Site Construction |

B - GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

2.1 Improper Delivery

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted. Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.

2.2 Signing Requirements.

Submissions that are not signed will be rejected. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name. Proponents are to sign all pages where a signature is indicated (forms B1 and B2) as well as a cover letter which shall include the language proposed in the Cover Letter Form B3).

2.3 Applicable Law, Permits, Fees.

This RFP, each submission and the Project itself are each subject to the provisions of all applicable Federal, Provincial and Municipal laws, statutes, regulations and by-laws including:

The Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54;

Occupational Health and Safety Act, R.S.O. 1990, c.O.1. Each proponent warrants that:

they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent

Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Procurement Policy Bylaw of the Municipality of Southwest Middlesex as amended.

2.4 Municipality Not Liable for RFP costs.

The proponent is responsible for any and all costs associated with the preparation and submission of the proposal. The Municipality of Southwest Middlesex is not liable for any costs incurred, sustained or

suffered by the submitter of a proposal in responding to this "Request for Proposal". The Municipality of Southwest Middlesex will not be liable to pay any such costs or reimburse proponents in the event the Municipality decides to reject all or any proposals. Proponents are responsible for obtaining their own independent financial, legal, accounting, engineering, and technical or any other expert advice.

2.5 Required Warranties.

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- a) The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- b) The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.
- c) No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.
- d) This proposal is in all respects fair and without collusion or fraud.
- e) There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.

2.6 Contract Payments.

Unless otherwise specified, should the Municipality of Southwest Middlesex enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Municipality of Southwest Middlesex or the date on which the invoice is received, whichever is later.

2.7 Limitation of Liability

Unless otherwise agreed, should the Municipality of Southwest Middlesex enter into a contract relating to the Project, the other contracting party shall agree to hold the Municipality of Southwest Middlesex harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Municipality of Southwest Middlesex, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Municipality.

2.8 Dispute.

In cases of dispute as to whether or not deliverables meet the requirements of the Municipality of Southwest Middlesex, the decision of such agent of the Municipality of Southwest Middlesex may appoint will be final and binding.

2.9 No Assignment

Unless otherwise agreed, should the Municipality of Southwest Middlesex enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Municipality of Southwest Middlesex, assign or subcontract any aspect of the Project or the deliverables.

2.10 Fit for Use.

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

2.11 No implied Waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

2.12 Governing Law.

All submitter of proposals, including those outside the Province of Ontario, agree that the laws of the Province of Ontario shall govern the rights of all parties and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the laws of the Province of Ontario.

2.13 Force Majeure.

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

2.14 Deemed Satisfaction as to Submission.

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Municipality of Southwest Middlesex based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

2.15 Default under Project.

In case of a default of performance of the Project, the Municipality of Southwest Middlesex reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

2.16 Title and IP Right to the Work.

Title and intellectual property interest [“IP”] to the work described in this RFP [“the work”] and any part thereof vests in the Municipality upon delivery and acceptance thereof by or on behalf of the Municipality of Southwest Middlesex. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Municipality of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Municipality of Southwest Middlesex and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

2.17 Insurance.

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the Municipality and shall be kept in full force during the complete period. The Municipality shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverage required and proof of WSIB coverage, before the Municipality shall enter into of a contract in relation to this Request for Proposal.

2.18 Enforcement.

Any successful proponent will have to enter into a legally binding agreement with the Municipality of Southwest Middlesex. Where any breach of the terms of that agreement should occur, the Municipality of Southwest Middlesex shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Municipality of Southwest Middlesex including lawsuit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and adorn to the jurisdiction of the choice of the Municipality of Southwest Middlesex in any such legal process.

2.19 Privacy and Freedom of Information.

All submissions and attached materials received in response to this [RFP/tender] are deemed the property of the Municipality of Southwest Middlesex as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Municipality of Southwest Middlesex. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- The cover letter to the tender, quotation, or proposal;
- The table of contents;
- Lists of figures, tables, and appendices; and
- Any information regarding the form and structure of a tender, quotation or a proposal (i.e. information that may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. Municipality of Southwest Middlesex cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

2.20 Information Indicative Only

The information that is provided in this RFP is indicative only. Through the review of the Proposals and subsequent finalization of an agreement with the successful Bidder, the Municipality reserves the right to request further information or clarification of information.

The Municipality reserves the right to request new or additional information regarding a Bidder and any individuals or other person as associated with a response

2.21 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the Municipality any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the Municipality may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any Municipal employee or Council member having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Municipality may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the Municipalities sole satisfaction.

2.22 Municipality Not Employer

The Proponent agrees that the Municipality of Southwest Middlesex is not to be understood as the employer to any 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 this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "contractor" as defined under this act.

2.23 Addenda

All definitions, addenda, explanations, corrections or additional information will be issued by the Municipality prior to the Official Closing Time in the form of bulletins and such bulletins will be available to all Proponents and shall become part of the RFP. To facilitate this, the Municipality requests that the Contact Person be provided with a functional email address for each proponent.

2.24 Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality nor is it necessarily comprehensive or exhaustive. Nothing in the Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

2.25 Irregularities

The Municipality reserves the right to waive any irregularities in any Proposal, to negotiate for the modification of any single Proposal, to request clarification and additional information on any Proposal, and to re-advertise for Proposals if desired.

2.26 Default by Proponent

- a) If the Company commits any, act of bankruptcy; or if a receiver is appointed because of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the Contract.
- b) Any termination of the Contract, the Municipality, as previously mentioned, shall be without prejudice to any other rights or remedies the Municipality may have.

FORM B1 - DECLARATION OF PROPONENT

1. The Undersigned (the "Proponent") hereby,
 - a) Warrants that the information contained in its Proposal is true and correct in all respects;
 - b) Confirms that no person, firm, or corporation has any interest in the Proposal other than the Proponent.
 - c) Confirms and warrants that this Proposal is submitted by the Proponent without any connection, knowledge, comparison of figures, or arrangements with any other person or persons submitting a Proposal for the same work and is in all respects fair and without collusion or fraud;
 - d) Confirms and warrants that no member of the Municipal Council and no officer or employee of The Corporation of the Municipality of Southwest Middlesex, is, will be, or has become interested, directly or indirectly, as a partner, shareholder, surety or otherwise, howsoever, in the facilities or services being the subject of the said Proposal or in the supplies to be used therein, or in any of the monies to be derived there from.

2. The Address of the Proponent is:

| | | |
|--------|------|------------------------|
| STREET | TOWN | PROVINCE / POSTAL CODE |
| PHONE | FAX | PO BOX / UNIT |

3. The persons to contact at the Proponent respecting this Proposal are:

| Contact #1 | Contact #2 |
|-------------|-------------|
| Name | Name |
| Title | Title |
| Phone & Ext | Phone & Ext |
| Email | Email |

Note: If more than one corporate entity is involved in the submission, the arrangements between the various entities must be described in an attachment to this form.

Dated at _____ this _____ day of _____, 2022.

I/We have the authority to bind _____ (Name of Proponent)

(Signature of Authorized Signing Officer)

(Name of Signatory)

(Position or Office) _____

FORM B2 - ACKNOWLEDGMENT AND ESTOPPEL

THIS ACKNOWLEDGMENT AND ESTOPPEL

Dated at _____ this _____ day of _____, 2020.

(Hereinafter called the "Proponent")

In favour of The Municipality of Southwest Middlesex

(Hereinafter called the "Municipality")

WHEREAS the Municipality has issued a Request for Proposal for the supply of certain Services (hereinafter called the "RFP");

AND WHEREAS the Proponent has submitted a Proposal to the Municipality;

NOW THEREFORE in consideration of the Municipalities review and consideration of the Proponent's Proposal:

1. The Proponent acknowledges the unique nature and character of the RFP as more particularly set out in the RFP documents to which this Acknowledgement and Estoppel is attached. Without limiting the foregoing, the Proponent specifically acknowledges and agrees that:
 - (a) This is a request for proposals and not a tender call;
 - (b) The highest, or in fact, any proposal will not necessarily be selected for further negotiation;
 - (c) In the event that a Proposal is selected, the Municipality will negotiate with the Proponent that presented the most attractive Proposal to the Municipality; and
 - (d) The Municipality shall not be obligated in any manner to any Proponent whatsoever until a written purchase order has been duly executed by the Municipality relating to an approved Proposal.

2. The Proponent waives any right to make any claim of any kind whatsoever against the Municipality for any liabilities, costs, expenses, losses or damages, whether actual or anticipated, that may be incurred, sustained or suffered by the Proponent prior or subsequent to or by reason of the Proponent's preparation or submission of a Proposal in response to the RFP, or the selection or rejection by the Municipality of the Proponent's Proposal or any other Proposal, or any components thereof.

IN WITNESS WHEREOF an authorized officer of the Proponent has signed, sealed and delivered this Acknowledgment and Estoppel.

Name: _____ Title: _____

Signature: _____

"I HAVE AUTHORITY TO BIND" Date: _____

FORM B3 - SAMPLE PROPOSAL COVER & ACCEPTANCE LETTER

The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal. We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Furthermore, if awarded the Contract, we will agree and adhere to the following:

- a) That submission of a proposal indicates acceptance by the Respondent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the Municipality of Southwest Middlesex and the consultant(s) selected;
- b) That the Proponent acknowledges and agrees that the findings and finished materials provided under the terms of the Contract have been specially ordered or commissioned as work-made-for-hire for use by the Municipality of Southwest Middlesex's Recreation Services Department and that the Municipality of Southwest Middlesex shall own the right, title and interest thereto;
- c) That the Proponent agrees that the Municipality has unlimited use of the materials and ideas generated by the Proponent through the course of the project;
- d) That the materials or information developed by the Proponent and/or its employees and/or agents will not be designed in such a way as to bind the Municipality of Southwest Middlesex to the Proponent either directly or indirectly for the supply of future materials or services;
- e) That, upon termination of the Contract, the Contractor will deliver to the Municipality of Southwest Middlesex's Director of Operations, all copies of available working papers, files, and other documentation in its possession and which are applicable to this agreement, and return to the Municipality all files and other materials belonging to the Municipality together with all copies thereof, wherever located without demand or notice;
- f) That the proposal and all prices contained within are valid for one hundred twenty (120) days from the RFP closing date.

Yours truly

Signature _____

Name: _____

Title: _____

Legal name of:

Proponent: _____

Date: _____

FORM B4 - CONTACT INFORMATION – PROPONENT AND REFERENCES

PROPONENT

Company Name _____

Main Contact Name _____

Phone _____

Email _____

Website _____

Fax _____

REFERENCES

Company (If Applicable) _____

Main Contact Name _____

Phone _____

Email _____

Company (If applicable) _____

Main Contact Name _____

Phone _____

Email _____

Company (If Applicable) _____

Main Contact Name _____

Phone _____

Email _____

FORM B5 – COVID-19 VACCINATION POLICY ATTESTATION FORM

Based on the strong recommendation of public health authorities, and our commitment to provide a safe and healthy working Southwest Middlesex, Southwest Middlesex requires that the contractor responsible for directing its workforce within Southwest Middlesex attest that the employees sent to undertake work for Southwest Middlesex within the municipality where their staff will have face-to-face interactions with staff meet the requirements of the policy.

For the purpose of this policy and program, fully vaccinated shall have the same meaning as it does for Public Health Canada.

Full Legal Name of Firm/Company

(Name of Firm/Company)

WSIB

(Working Safety Insurance Board Number)

Full Name of Individual Responsible for Directing Workforce

(Last Name)

(First Name)

I attest/confirm that the workforce for stated Firm/Company will only send individuals whom will interact with Southwest Middlesex staff to undertake works on behalf of the Firm/Company contracted by the municipality who meet the requirements of Southwest Middlesex's COVID-19 Vaccination Policy

(Signature)

Date: (Month) (Day) (Year)

References:

Public Health Ontario COVID-19 vaccine guidelines for employers and workplaces
Occupational Health & Safety Act
Ontario Human Rights Code
Accessibility for Ontarians with Disabilities Act