



THE CORPORATION OF THE CITY OF DRYDEN

REQUEST FOR PROPOSAL R-2025-01 HVAC Systems Supply and Installation

**Issued by the
Facilities Department**

**Madhav Raithatha
Project and Asset Manager**

ISSUE DATE:	February 20, 2025
INFORMATION MEETING:	Optional site visits are available Monday to Friday from 8:00am to 4:00pm until closing date. Contact mraithatha@dryden.ca to schedule a site visit.
CLOSING DATE & TIME:	March 12, 2025 @ 2:00 pm CST
DELIVERY METHOD:	Email to: Allyson Euler City Clerk aeuler@dryden.ca Subject Line: R-2025-01
OFFICIAL POINT OF CONTACT:	Madhav Raithatha, Project and Asset Manager Phone: 807-223-1416 Email: mraithatha@dryden.ca

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1. PROCUREMENT INVITATION AND DETAILS

1.1 Introduction

This Request for Proposal (“RFP”) Solicitation is issued by the Corporation of the City of Dryden.

The City of Dryden is a community in motion. A diverse environment alive with activity, commerce and recreation. We are surrounded by nature; connected to the outdoors—lakes, parks, trails. Our people work hard, for each other. We are proud. We care. We hope. Leading the way to a bright future. All paths lead to Dryden—a hub for business, sport, government; the focal point for travelers, visitors, guests. Raise a family, grow a business, build a life. Take one step; take many—blaze your trail in Dryden.

The City of Dryden is located on the North shoreline of the Wabigoon Chain of Lakes along the Trans-Canada Highway. Conveniently located midway between Winnipeg, Manitoba and Thunder Bay, Ontario, Dryden is surrounded by abundant wilderness, tranquil lakes and breathtaking landscapes.

1.2 Bid Solicitation Documents

The following documents comprise the Bid Solicitation Documents:

- Section 1 - Procurement Invitation and Details
- Section 2 - Bid Submission Process and Requirements
- Section 3 - Bid Submission Evaluation and Prequalified Bidder Identification
- Section 4 - Bid Contract
- Section 5 - Solicitation Procedures Terms and Conditions
- Section 6 - Specifications
- Section 7 - Documents available for Download on City of Dryden website, if applicable

Proponents must review the Bid Solicitation Documents and promptly report to the City and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained in the Bid Solicitation Documents.

To facilitate comprehensive responses, Proponents are encouraged to submit questions or clarification requests to **Madhav Raithatha** at mraithatha@dryden.ca as soon as possible and **no later than the date and time** indicated in Section 1.7. Nothing in this notice obligates the City to respond to any question or clarification request.

IMPORTANT: Proponents must fully review the Bid Solicitation Documents for the full description of all mandatory requirements for this Bid Solicitation. Failure to meet the mandatory requirements shall result in automatic rejection from the Bid Solicitation Process. Any concerns regarding mandatory requirements must be brought to the attention of the Official Point of Contact immediately.

1.3 Rules of Interpretation

This Bid Solicitation shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a) Capitalized terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the City's Procurement By-law, as amended from time to time.
- b) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
- c) Words in the Bid Solicitation shall bear their natural meaning.
- d) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation."
- e) In construing the Bid Solicitation, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by examples intended to fall within the meaning of the general words.
- f) Unless otherwise indicated, time periods will be strictly construed.
- g) The following terminology applies in the Bid Solicitation:
 - i. Whenever the terms "must" or shall are used in relation to the City or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read "the City shall", or "the Proponents shall", as the case may be.
 - ii. The term "should" relates to a requirement which the City would like the Proponents to address in its Submission; and
 - iii. The term "will" describes a procedure that is intended to be followed.

1.4 Definitions

"Addenda/Addendum" means a written change, addition, alteration, correction or revision to a Bid Solicitation.

"Bid Solicitation" is defined in section 1.2.

"Closing Date and Time" means the date and time prior to or at which all Bid Submissions must be submitted in accordance with this Bid Solicitation as determined by the City of Dryden local time and as specified in Section 1.9.

"Consultant" means any Person retained to provide professional advice to the City or a Proponent, as applicable.

"Contract Documents" is defined in Section 4.1.

"Contract Price" is defined in Section 3.2.

"Goods" is defined in Section 1.5.

“Official Point of Contact” means the Person who is the main point of contact for the City in regard to this Bid Solicitation.

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted.

“Preferred Proponent” means the highest-ranked Proponent(s) that the City has identified as the top-ranked Proponent(s) in accordance with the evaluation process.

“Proposal” means all information, submitted by the Proponent, as requested by the City in response to a Bid Solicitation.

“Proposal Submission Process” is defined in Section 2.

“Successful Proponent” means the preferred Proponent who has entered into a Contract with the City pursuant to this Bid Solicitation. May be referred to as “Contractor” or “Supplier” in Contract Documents.

“Tentative Schedule” is defined in Section 1.7.

“City” means the Corporation of the City of Dryden.

“Unofficial Bid Results” is defined in Section 3.1.

1.5 Invitation and Scope

The City is seeking Proposals from competent licenced commercial HVAC contractors to supply and install several new units in multiple buildings for the City of Dryden per Specifications described in Section 6 - Specifications.

1.6 Prequalification

This Bid Solicitation is not subject to prequalification.

1.7 Bid Solicitation Tentative Schedule

The Following is a summary of key dates in the procurement process:

Event	Date
Bid Solicitation Issue Date	February 20, 2025
Site Visit – See Section 1.10	Can be scheduled before closing
Questions to be submitted via email – See Section 4.1.2	March 3rd, 2025
Addenda Deadline (See Section 5.1.3 Addenda)	March 7th, 2025

Closing Date and Time	March 12th, 2025 @ 2 pm CST
Evaluation	Until Awarded
Verification of References	Until Awarded
Notification of Successful Proponent(s)	March 31, 2025

- a) The above timelines are subject to change at the sole discretion of the City and in accordance with its Bid Solicitation. In the event a change is made to any of the above dates, the City will post any such changes by issuing an Addendum.
- b) The City may amend any timeline, including the Bid Solicitation Closing Date and Time, without liability, cost or penalty, and within its sole discretion.
- c) In the event of any change in the Bid Solicitation Closing Date and Time, the Proponent shall thereafter be subject to the extended timeline.

1.8 Official Point of Contact

All communications regarding any aspect of this Bid Solicitation must be directed to the Official Point of Contact as indicated below:

Madhav Raithatha

Project and Asset Manager, Corporation of the City of Dryden

Email: mraithatha@dryden.ca

Proponents that fail to comply with the requirement to direct all communication to the Official Point of Contact shall be disqualified from the Bid Solicitation Process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following regarding this Bid Solicitation:

- a. Any employee or agent of the City (other than the Official Point of Contact).
- b. Any member of the Evaluation Team.
- c. Any expert or Consultant assisting the Evaluation Team.
- d. Any member of Council or the Mayor; and
- e. Any elected official of any level of government, including any members of the staff or any advisor to any elected official.

Notice

Proponents are advised that, from the date of issue of the Bid Solicitation through any award notification:

- a. Only the Official Point of Contact is authorized by the City to amend or waive the requirements of the Bid Solicitation pursuant to the terms of this Bid Solicitation.
- b. As noted above, Proponents must not contact anyone, except for the Official Point of Contact, unless instructed to do so in writing by the Official Point of Contact.
- c. Proponents must not contact the user departments regarding this Bid Solicitation, even if they have an existing Contract doing the same or similar Services and are performing Services for the Authorized Person or City employees.
- d. Under no circumstances shall a Proponent rely upon any information or instructions from the City, including any officer, director, employee or agent unless the information or instructions are provided in writing by the Official Point of Contact; and

- e. The City shall not be responsible for any information or instructions provided to the Proponent, except for information or instructions provided in writing by the Official Point of Contact.

1.9 Closing Date and Time

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Allyson Euler, City Clerk at aeuler@dryden.ca, Subject Line R-2025-01, no later than Wednesday March 12, 2025, 2:00 pm CST.

1.10 Information Meeting

Optional site visits must be scheduled Monday to Friday between 8am to 4pm CST. Please contact mraithatha@dryden.ca to register for your site visit.

1.11 Communications

All communications should be done through **email** as per Section 4.1.2.

Verbal communications will not be binding on the City. Proponents shall review the Bid Solicitation and shall promptly report and request any clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein to the Allyson Euler, City Clerk at aeuler@dryden.ca.

1.12 Bonding and Performance Guarantee

No bonding or performance guarantee is required for this procurement and resulting Contract.

1.13 Legal Actions

The Proponent must disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party which may have an impact on the Services. Submit this information to the Official Point of Contact for this Bid.

1.14 Substitutions

Where the Bid Solicitation specifies a brand/make/model and allows for equivalents, the following procedure must be followed:

1. Submit request to the Official Point of Contact via **email** before the Question Deadline and include the following information:
 - a. Description of the requirement and the proposed equivalent
 - b. Product/equipment specifications and any other relevant information
2. The City will review the request and either:
 - a. Approve via Addendum
 - b. Deny via private email message to the Proponent or Notice to all Proponents.

2. PROPOSAL SUBMISSION PROCESS AND REQUIREMENTS

2.1 Proposal Submission Process

Submissions shall be submitted in accordance with instructions contained within this Bid Solicitation Document.

All responses are to be submitted to the City via email:

- The Proponent shall follow the steps mentioned within this document and City’s website when submitting a Proposal.
- Hard copy Proposals will not be accepted.
- Late Proposals shall not be accepted by the City.

Proponents are cautioned that the timing of their Bid Submission is based on when the Bid submission is **RECEIVED** by the City, **not** when a Bid is submitted by a Proponent, as Bid submission transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Proponents allow sufficient time to upload their Proposals and attachment(s) (if applicable) and to resolve any issues that may arise.

2.2 Proposal Submission Requirements

The City requires that the Proponent supply the following for its Proposal Submission:

Requirements	Content	Mandatory Submissions	Submission Instructions
Step 1: Schedule of Prices	Schedule of items and bid price(s) that make up the Contract Price	Yes	Fill in all required pricing information as required by the City (preview at the end of this document).
Step 2: Specifications	The following forms must be filled out: <ul style="list-style-type: none"> • Proponent Information Form • Questions 	Yes	Fill in all required information as required by the City (preview at end of this document).
Step 3: References Form	The following must be filled out: <ul style="list-style-type: none"> • Reference Form 	Yes	Fill in all required information as required by the City (preview at the end of this document).

			This information will be used for the Reference Verification step of the Evaluation Process.
Step 4: Documents	Includes, but not limited to all required information specified in General Requirements - Evaluation Criteria, Section 3.2 (b).	Yes	Upload the following files in the Document Submission Portal on our website <ul style="list-style-type: none"> • Proposal Submission • WSIB Clearance Certificate • Certificate of Insurance (COI)
Step 5: Declaration Schedule	Declaration Schedule	Yes	Read and acknowledge the Declaration and addenda, if applicable (preview at the end of this document).

3. BID SUBMISSION EVALUATION AND PREQUALIFIED BIDDER IDENTIFICATION

The evaluation of the Proposal will be conducted by the evaluation team (the “Evaluation Team”) in three (3) stages, as described below.

A Proposal must meet the requirements of each phase of the evaluation process to proceed to the next phase.

The City shall determine, in its sole discretion, the membership of the Evaluation Team, which may include external consultants and advisors to the City.

3.1 Unofficial Proposal Results

Unofficial results will not be released. The Evaluation Team will conduct the evaluation as outlined below to determine the Successful Proponent. The selected Proponent will be contacted directly by a City representative.

3.2 Stages of the Evaluation Process

The points allocated to each stage of the evaluation process are as follows:

Stage Description	Score
I. Mandatory Requirements	(Pass/Fail)
II. Bid Submission Evaluation	100
III. Reference Verification	(Pass/Fail)
TOTAL	100

The evaluation of Bid Submissions will be conducted by the Evaluation Team as follows:

- a) **Stage I – Review of Mandatory Requirements (Pass/Fail)** will consist of a review by the Evaluation Team to determine which Proposals comply with all the mandatory requirements. Proposals will be evaluated based on all information provided by the Proponent. Failure to comply with these requirements may deem the Proposal non-compliant.

Line	Mandatory Requirements	Pass/Fail
1.	Title Page marked “R-2025-01- City of Dryden HVAC Systems Supply and Installation”	Pass/Fail
2.	Executive Summary	Pass/Fail
3.	Corporate Qualifications and Experience	Pass/Fail
4.	Detailed Proposal including Approach and Methodology	Pass/Fail
5.	Project Schedule with itemized key tasks, subtasks, and timelines	Pass/Fail
6.	Project Deliverables and Costs as requested	Pass/Fail
7.	References from previous projects of similar size and scope (minimum 3)	Pass/Fail
8.	Proof of Insurance	Pass/Fail

Proponent’s Proposals that comply with the above requirements will move onto the next stage of the Evaluation Process.

- b) **Stage II – Proposal Evaluation** will consist of scoring by the Evaluation Team of each Proponent who passed Stage I, based on the Evaluation criteria described below.

NOTE: To ensure an optimal score, the Proponent should include in their Proposal, sufficient detailed information that addressed each and every evaluation criterion, as evaluations are based on the information provided by the Proponent in its Proposal. Proponents shall assume that the City has no prior knowledge of their area of operation and experience and will base the evaluation on the information presented in the Proposal Submission.

The City is seeking a Proponent that can...Therefore proponents will be scored during the evaluation process in their commitment to meet or exceed the delivery timelines proposed by the City, as follows:

Evaluation Criteria	Score
<p>Qualifications and Related Experience Company and Account Representative:</p> <ul style="list-style-type: none"> ➤ Provide a brief profile of the company; including types of services offered. ➤ Describe the company’s relevant current and past project experience in performing services of similar contracts in scope and size to that solicited in this Bid Solicitation. ➤ Provide the years of experience of the Proponent with contracts of similar scope. 	15
<p>Proposed Services:</p> <ul style="list-style-type: none"> ➤ Proponent must provide information on their processes, inventory management, scope of service, technical requirements, etc. 	20
<p>Project Implementation:</p> <ul style="list-style-type: none"> ➤ Approach and Methodology ➤ Scheduling/Understanding Key Activities ➤ Project Quality Assurance 	15
<p>Price: The Proponent will provide the unit prices for all required Goods (Contract Prices)</p>	35

Evaluation Methodology: Each of the evaluation criteria in the Evaluation Process will be given a score as indicated in the table below:

Rating (% of possible Weight)	Description
100	Excellent – meets or exceeds the City’s business requirement by addressing all requirements within the Evaluation Criteria fully and completely. Required capability is available and aligned with the needs of the City. Quantitative values provided where required and value exceeds minimum requirements.
80	Good – Substantially meets the City’s business requirement by addressing requirements within the Evaluation Criteria. Quantitative values provided where requires and value exceeds minimum requirements.
60	Satisfactory – Meets only the basic requirements of the City, where required, quantitative values provided, and value meets minimum requirements.
40	Fair – Falls short of meeting the basic requirement of the City. Quantitative values provided where required and value does not meet minimum requirements.
20	Poor – Minimal relevant response. Quantitative values provided where required and value significantly below minimum requirements.
0	Non-Relevant – No relevant response or simple statement of compliance with no substantiation. Quantitative values are not provided where required.

- c) **Stage 3 – Reference Verification (Pass/Fail)** may consist of the City verifying references of the Proponent(s) whose Bid Submission has met the minimum score in Stage II.

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References schedule as the Evaluation Team may deem appropriate and such references may be conducted via email, telephone, and/or in person, as the Evaluation Team may determine in its sole discretion.

References will be assessed on a pass/fail basis as to their satisfaction with the previous Services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

After the references have been successfully verified, the City will notify the Proponent(s) of its position as the Prequalified Bidder(s).

The City reserves the right to forego this stage of the evaluation process if the City has previously contracted with the Proponent(s) and has had positive results.

4. CONTRACT

4.1 Form of Contract

The Preferred Proponent will be required to enter into an agreement with the City (Contract) consisting of the following (Contract Documents):

- Purchase Order/Standing Offer Terms and Conditions
- Supplementary Terms and Conditions (Section 4.2 below)

By submitting a Proposal, the Proponent has agreed with all the terms and conditions set forth in the Contract.

4.2 Bid Solicitation Terms and Conditions

The following represents terms and conditions that are either not found in the above referenced Contract Documents or terms and conditions that will replace (supersede) the current ones within the Contract Documents:

4.2.1 Contract Term

This is not a term contract.

4.2.2 Taxes, Duties and Freight

Harmonized Sales Tax (“HST”) applies to all Goods purchased by the City, unless such Goods are specifically exempted. HST is calculated at the applicable rate and is payable by the City at the time payment is made for the purchase. Suppliers will be required to register for purposes of the tax,

collect the tax on their taxable supplies to the City and remit to governmental authorities as required by legislation. The Supplier will be required to provide the City with their HST registration number.

4.2.3 Payment Terms

Unless otherwise specified, the terms of payment for all invoices relating to this procurement are net 30 days and the Contractor shall only invoice the City for Goods received, unless otherwise mutually agreed upon in writing.

Invoices are to be submitted to the Corporation of the City of Dryden within 30 days of the work being complete and after the inspection by city representative via email to the Corporation of the City of Dryden Authorized Person and copied to accountspayable@dryden.ca.

Invoices shall include the following information:

- Legal company name and operating as name
- company address
- HST registration number
- purchase order number
- contract number, where applicable
- proper description of the good delivered
- contact name (authorized person) and the Corporation of the City of Dryden; and
- department name for which work was performed.

Date of invoice is to be the date work deemed complete.

Failure to submit invoice in the prescribed manner details above, may result in the delay or non-payment of invoices.

The City will make payment for approved invoices by Electronic Funds Transfer (EFT). At the time of contract execution, the Supplier shall complete the City's Accounts Payable Direct Deposit Form as supplied by the City and provide banking information to facilitate EFT payment. Bank accounts must be held at a financial institution in Canada and all payments will be made in Canadian or US funds. In the event that the EFT information changes, the Supplier shall be responsible for providing forthwith the updated information to the City.

Where the City is of the opinion, in its sole discretion that there are issues of quality, defects, non-conformance or non-performance the City, in addition to other legal rights it may have, reserves the right to withhold payment in an amount appropriate given the nature of the issue(s) until such issue(s) have been rectified to the City's satisfaction.

4.2.4 Cancellation/Suspension/Termination

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, by notice in writing to the Supplier, to cancel or delete any portion of the Goods that are the

subject of this Contract, and the Supplier agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The City, in its sole discretion and at any time during the term of the Contract hereunder, reserves the right, upon 30 days notice in writing to the Supplier, to suspend or terminate without cause the Contract entered into hereunder and the Supplier agrees to such suspension or termination without any claim whatsoever because of such suspension or termination.

The City may immediately terminate the Contract by notice in writing where, the City, in its sole discretion, determines that the Supplier has failed to supply and deliver the Goods that are the subject of this Bid Solicitation or failed to comply with the requirements of the Contract between the parties.

4.2.5 Liability and Indemnification

The Supplier shall defend, indemnify and save harmless the Corporation of the City of Dryden and its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages or every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of services, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and/or in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier covenants and agrees that they will take any and all action and will do and provide the Goods herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirements of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the Corporation of the City of Dryden from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Corporation of the City of Dryden relating to any failure of the Supplier, their employees, agents or contractors to comply with any Compliance Requirements. The Supplier shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Supplier hereby acknowledges and agrees that it shall be solely responsible and liable to the Corporation of the City of Dryden for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.

4.2.6 Quantities

While the City has made every effort to ensure that quantities stated in the Bid Solicitation are accurate, the City assumes no liability for any inaccuracy and the Supplier shall be paid based on the **actual quantities**. Stated quantities are approximate and are provided for the purpose of competing Bids only.

4.2.7 Health and Safety

The Supplier acknowledges that it has read, understood and shall always comply and ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and all applicable industry standards and guidelines pertaining to the Services. Without limiting the generality of the foregoing, the Supplier shall be responsible for taking every precaution reasonable in the circumstances for the protection of all workers associated with the Services, whether employed by the Supplier, or a third party.

The Supplier shall ensure that it has implemented and maintains a comprehensive safety program in relation to the Services including but not limited to having written policies and procedures relating to health and safety aspects of the Services, training on all applicable health and safety requirements, standards and guidelines and monitoring and enforcement of its safety program. The Supplier shall maintain and shall provide forthwith to the City upon request records relating to: 1) critical, lost time or medical aid injuries related to the Services; 2) training, monitoring and enforcement records including any orders issued by enforcement authorities; 3) its health and safety policies and/or program. Where advised by the City, the Supplier shall comply with the City's policies and procedures and in such circumstances the Supplier shall ensure proper training and supervision.

The Supplier shall provide adequate levels of supervision to ensure all safety aspects of the Services and shall attend safety meetings with City representatives as requested throughout the duration of the Services. The Supplier shall be fully responsible for ensuring that any subcontractors and their employees are qualified to perform the Services and fully trained in applicable health and safety requirements. Prior to the commencement of any Services, the Supplier shall provide a list of the names and addresses for any subcontractors that it proposes to use for the Services.

The Supplier and any subcontractors shall immediately comply with all directions given by the City representatives where Services being performed is not compliance with applicable legislative requirements relating to health and safety.

4.2.8 Insurance Requirements

For the duration of this Contract, the Supplier shall, at its expense maintain in effect, with an insurer licensed in Ontario the following insurance coverage and policies:

- a. Commercial General liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) Dollars. Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the Commercial General Liability policy. Such policy shall include clauses for coverage of non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers' liability, tenants' legal liability, cross liability, severability of interest and, where the Work involves the use of explosives, the insurance shall include the coverage of the use of explosives. The policy must also cover any bodily injury and/or property damage claim, as a result of the hook/tow/hoist operations; as an endorsement or extension of coverage under the Commercial General Liability policy;

- b. Automobile liability insurance including all vehicles and commercial trailers owned or leased by the successful Bidder, 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.

Each policy of insurance shall provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the City. To the extent applicable, the policies herein shall include the Corporation of the City of Dryden as an additional insured with respect to the Supplier's operations, acts and omissions relating to its obligations under the Contract. Each policy of insurance shall contain either no deductible among or a deductible amount which is reasonable considering the financial circumstances of the successful Bidder. The Supplier shall be responsible to pay all deductible amounts.

Each policy of insurance shall also provide that neither the Supplier nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the City thirty days prior written notice. No policy shall contain any provision which would contravene the obligations of the Supplier hereunder or otherwise be to the detriment of the City.

The Supplier shall provide or cause to be provided to the City a certificate of insurance completed by its insurer, in the City's standard form, or using an insurance company's authorized certificate of insurance document signed by an authorized representative of the insurance company, which shows that the policy or policies placed and maintained by it complies with the requirements of this Contract. Should a portion of liability coverage be written under the form of an Umbrella or Excess Liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limits. Upon request by the City, the Supplier shall forthwith provide full copies of the insurance policies required herein.

The Supplier shall not commence Services until satisfactory evidence of insurance has been filed with and approved by the City. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the Supplier's obligation contained in this Contract. The Contractor shall further ensure that evidence of the continuance of said insurance is filed with the City prior to each policy renewal date for the duration of the Contract.

The taking out of insurance shall not relieve the Supplier of any of its obligations under this Contract or limit its liability hereunder.

CAUTION: It is the Supplier's responsibility to purchase such coverage including but not limited to all forms of liability coverage, property; equipment and contents coverage; boiler and machinery; crime and business interruption that are usual to that of a prudent business operation providing the same services, goods or productions within Canada. The limits and types of coverage requested herein are minimum requirements and may not reflect appropriate limits of insurance, potential insurable risks or exposures for all circumstances. It is the responsibility of the Supplier relying on the advice of their insurance and/or legal representative to purchase higher limits or any additional coverage appropriate for all claim circumstances.

4.2.9 Workplace Safety and Insurance Board

Prior to commencement of any Service herein, the Supplier shall provide to the City a Certificate of Clearance from the Workplace Safety and Insurance Board. The Supplier shall maintain its good standing and shall provide to the City current Certificates of Clearance throughout the duration of the Contract. In addition, the Supplier shall be required to provide a current Clearance Certificate to Construction Services for the payment of monthly progress certificates. Progress payment shall not be issued without a current Clearance Certificate. This also applies to any other payment.

4.2.10 Accessibility for Ontarians with Disabilities Act (AODA)

The Accessibility for Ontarians with Disabilities Act (AODA) – (www.ontario.ca) applies to Services provided by the Supplier to the City.

4.2.11 Taxes, Duties and Freight

Harmonized Sales Tax (“HST”) applies to all Services purchased by the City unless such Service is specifically exempted. HST is calculated at the applicable rate and is payable by the City at the time payment is made for the purchase. The Supplier will be required to register for purposes of the tax, collect the tax on their taxable supplies to the City and remit to governmental authorities as required by legislation. The Supplier will be required to provide the City with their HST registration number.

4.2.12 Confidentiality

The Supplier agrees to all personal information that it acquires knowledge of as a result of the Service will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act. The Supplier shall not at any time before, during or after completion of the Service, use or disclose any personal or confidential information communicated to it or acquired by it in the course of carrying out the Service for any purpose other than the completion of the Service herein, in accordance with applicable law or as specifically agreed in writing by the City.

4.2.13 Applicable Law

The Supplier shall comply and ensure compliance with all applicable laws, regulations, rules and by-laws of the federal, provincial and municipal governments. This Contract entered between the parties hereunder shall be governed and construed in accordance with the laws of the province of Ontario. Any legal proceedings shall be commenced before the Superior Court of Justice in the District of Kenora.

4.2.14 Anti-Idling

The City endeavors to be an environmentally responsible municipal government. We encourage Suppliers delivering Goods to the City to avoid, whenever possible, unnecessary engine idling.

4.3 Contract Execution

Following the identification of the Preferred Proponent(s), the City shall notify the Preferred Proponent(s) that its Proposal has been accepted.

The successful Bidder shall be required to execute the Form of Agreement and, provide a Signed Contractor Safety Agreement (form provided by the Municipality), WSIB Certificate, and provide a Certificate of Insurance, valid within the Province of Ontario, with the Municipality named as an Additional Insured within seven (7) days of the date of notification of the acceptance of the Tender by the Municipality

5. BID SOLICITATION PROCEDURES, TERMS AND CONDITIONS

5.1 Bid Solicitation Procedures

5.1.1 Information

- a) Proponent to Review – Every Proponent should carefully review the Bid Solicitation to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the Bid Solicitation. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.
- b) Proponent to Notify – In the event that the Proponent has any reason to believe that any of the conditions listed in Section 5.1.1 (a) (Proponent to Review) exist, the Proponent must notify the City Representative, prior to submitting a Proposal. The Official Point of Contact will then clarify for the benefit of all Proponents, if required.

Proponents shall not:

- after submission of a Proposal, claim that there was any misunderstanding or that any of the conditions set out in Section 5.1.1 were present with respect to the Bid Solicitation; or
- claim that the City is responsible for any uncertainty, inconsistency, error omission, or ambiguity in any part of the Bid Solicitation.

5.1.2 Clarification and Questions

The following apply regarding any request for clarifications and questions of any aspect of the Bid Solicitation:

- Proponents must submit requests for clarification to the email provided for bid submissions
- where a question relates to a specific section of this Bid Solicitation, reference should be made to the specific section number and page
- requests for clarification must be submitted by the date indicated in Section 1.7 – Bid Solicitation Tentative Schedule, or as amended.

The City will provide Proponents with responses to questions that are submitted in accordance with the above, subject to the provisions of this Section. Questions and answers may be distributed in numbered Addenda to Proponents by posting such Addenda on the city website or by sending an email to all the

proponents. In answering a Proponent's questions, the City will set out the question(s) but without identifying the Proponent that submitted the question(s) and the City may, in its sole discretion:

- edit the question(s) for clarity
- exclude questions that are either unclear or inappropriate, and
- answer similar questions from various Proponents only once.

Any answer that is intended to result in any change to any aspect of the Bid Solicitation will be formally evidenced through the issue of a separate Addendum for this purpose.

5.1.3 Addenda/Changes to the Bid Solicitation Documents

- a) The City may, in its sole discretion, amend or supplement the Bid Solicitation Documents prior to the Closing Date and Time. The City will issue changes to the Bid Solicitation Documents by Addenda distributed on the website. No other statement, whether verbal or written, made by the City or the City's Consultant(s), including for clarity, the Official Point of Contact, or any other person, will amend the Bid Solicitation Documents.
 - b) The Proponent is solely responsible to endure that it has received all Addenda issued by the City.
 - c) Proponents shall acknowledge receipt of any Addenda when submitting their Proposal through the website. Proponents shall check a box for each Addendum and any applicable attachments that have been issued before a Proponent may submit their Proposal.
- 1) Addenda will be issued through the website at least five (5) days prior to the Closing Date and Time. The approximate final date that the City will issue an Addendum is set out in the Tentative Schedule; however, the City may issue other Addenda at any time.
 - 2) In the event an Addendum is issue within five (5) days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Proponent to have received and acknowledged all Addenda that have been issued. Proponents should check the [Bids and Tenders- City of Dryden website](#) prior to submitting their Bid and up until the Closing Date and Time in the event additional Addenda are issued. The City encourages Proponents **not** to submit their Bid **prior to** five (5) days before the Closing Date and Time, in the even that additional Addenda are issued. If a Proponent submits their Bid prior to this or at any time prior to the Closing Date and Time and Addendum is issued by the City, the Bid Submission will be considered **INCOMPLETE (NOT accepted by the Corporation of the City of Dryden)**. The Proponent is solely responsible to:
 - (a) make any required adjustments to their Bid; and
 - (b) acknowledge the Addendum/Addenda; and
 - (c) ensure the re-submitted Bid is **RECEIVED** by the City no later than the Closing Date and Time.

5.1.4 Withdrawal/Revision of Bids

Proponents may revise or withdraw their Bid **prior** to the Closing Date and Time. However, the Proponent is solely responsible to:

- (a) make any required adjustments to their Bid; and
- (b) acknowledge the Addendum/Addenda; and
- (c) ensure the re-submitted Bid is **RECEIVED** by the City by the Closing Date and Time.

5.1.5 Errors and Omissions

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

5.1.6 Irrevocability of Bids

Bids shall be irrevocable and shall remain in effect and open for acceptance by the City for 90 calendar days after the Closing Date and Time.

5.1.7 Bid Irregularities

The process for determining procedural compliance of Proposals will be in accordance with City's procurement policy which is available to view at <https://www.dryden.ca/en/resourcesGeneral/City-Hall/FI-PR-01-Procurement-Policy---Final.pdf>

5.1.8 Insurance and Workplace Safety during the Bid Solicitation Process

If, during the Bid Solicitation Process, a Proponent attends a site visit or meeting contemplated in the Bid Solicitation Documents, such Proponent represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by governing law in order to attend such site visits and/or meetings.

5.1.9 Bid Acceptance

The lowest Bid or any Bid shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation process, the awarding of this Contract shall be based on the "Best Value" for the City. Bids will be assessed and scored, based on the evaluation criteria set out in Section 3 (Bid Evaluation and Award Process).

5.1.10 Unofficial Bid Results

The City will **NOT** post Unofficial Bid Results.

5.1.11 Award Notification

Once the Contract has been executed with the Preferred Proponent(s), notice of award will **NOT** be posted anywhere for this contract.

5.1.12 Conflict of Interest

- 1) For the purposes of the Bid Solicitation process, **“Conflict of Interest”** includes any situation or circumstance where a Proponent or any of its Consultants, or any of the employees of a Proponent or Proponent’s Consultant(s) engaged in the development or oversight of development of the Proponent’s Bid (including for such employees in their personal capacities):
 - a. Has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
 - i. Could or could not be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel or the City or its Consultants; or
 - ii. could or could not be seen to compromise, impair or be incompatible with the effective performance of a Proponent’s obligations under the Contract if that Proponent was determined to be the Successful Proponent under the Bid Solicitation Process.
 - b. Has contractual or other obligations to the City that could or could not be seen to have been compromised or otherwise impaired as a result of its participation in the Bid Solicitation Process; or
 - c. Has knowledge of confidential information that,
 - i. has been made available to the Proponent or any of its Consultants by the City;
 - ii. is not available to other Proponents and that could be seen to give the Proponent an unfair competitive advantage.
2. If a Proponent believes that a Proponent or a Person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Bid may have a perceived, potential or actual Conflict of Interest prior to the submission of a Bid, then that Proponent is required to notify the Official Point of Contact at least five (5) days prior to the Closing Date and Time, by email, a statement that details the perceived, potential or actual Conflict of Interest and contact information of the Proponent, so the Official Point of Contact may follow-up. The email and resulting communications will be used by the City in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Proponent or any employee of Consultant of the City in respect to the Work. For clarity, all Proponents are also required to acknowledge that they have reviewed this section in the Declaration section of the Bid Submission Process.

Following submission of its Bid, if a Proponent discovers any perceived, potential or actual Conflict of Interest, the Proponent must promptly disclose such Conflict of Interest to the Official Point of Contact.

3. At the request of the City, the Proponent will provide the City with the Proponent’s means to mitigate and minimize to the greatest extent possible any perceived, potential or actual Conflict of Interest. The Proponent will submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

4. The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the City in its sole discretion. The City may in its sole discretion,
 - a. exclude any Proponent or Proponent's Consultant on the grounds of Conflict of Interest
 - b. require the Proponent or a Proponent's Consultant to substitute a new Person for the Person giving rise to the Conflict of Interest; and/or
 - c. waive any and all perceived, potential or actual Conflict of Interest of Proponent or any of their respective Consultant, upon such terms and conditions as the City, in its sole discretion requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

5. Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the Bid Solicitation Process, the City may in its sole discretion,
 - a. impose at any time on all Proponents additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Proponent; and
 - b. require that any or all Proponents at any time during the Bid Solicitation Process provide the City with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Proponent with such policies, processes and controls.

5.2 Bid Solicitation Terms and Conditions

5.2.1 Confidentiality

1. Confidential information of the City – All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this Bid Solicitation or the acceptance of any Proposal,
 - a. remains the property of the City and shall be removed from the City's premises only with the prior written consent of the City
 - b. must be treated as confidential and shall not be disclosed except with the prior written consent of the City
 - c. must not be used for any purpose other than for replying to this Bid Solicitation and for the fulfillment of any related subsequent contract; and
 - d. must be returned upon request by the City.

2. Confidential information of the Proponent – Except as provided otherwise in this Bid Solicitation, or as may be required by governing law, the City shall treat the Proponent's Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the City.

3. Personal Information:

- a. The Proponent should not submit as part of its Proposal any information related to experience of persons who will be assigned to provide services unless specifically requested. Should the City subsequently request such information from the Preferred Proponent during the process to finalize any Contract that may be awarded from this Bid Solicitation, the City will treat this information in accordance with the provisions of this Section
- b. Any personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”) that is requested from each Proponent by the City shall only be used to select the qualified individuals to undertake the supply and delivery of Goods, if applicable.
- c. It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the City. The City will consider that the appropriate consents have been obtained for the disclosure to and use by the City of the requested information for the purposes described.
- d. Personal information collected in relation to Proposals submitted to the Corporation of the City of Dryden is collected pursuant to Section 10 of the *Municipal Act, 2001* and shall only be used to evaluate a Proposal within the procurement process. Such personal information shall be retained in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. Questions regarding the collection of this information may be directed to the Procurement Officer, Corporation of the City of Dryden, 30 Van Horne Ave, Dryden ON P8N 2A7 by calling (807) 223-2225.

4. Non-Disclosure Agreement

The City reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the City.

5.2.2 Rights of the City – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:

- a. make public the names of any or all Proponents
- b. waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant and in accordance with Appendix 01 to Schedule A of the City’s Procurement By-Law. Where the City exercises its right to waive herein it may accept the Proposal as submitted or may require the Proponent to correct such issue provided that there shall be no change in the Contract Price.
- c. request written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent’s Proposal
- d. verify with any Proponent or with a third party any information set out in a Proposal
- e. check references other than those provided by the Proponent
- f. disqualify a Proponent where the Proponent reveals a Conflict of Interest in its proposal, or a Conflict of Interest or evidence is brought to the attention of the City
- g. make changes, including substantial changes to this Bid Solicitation provided that those changes are issued in the manner set out in this Bid Solicitation
- h. accept or reject a Proposal if only one Proposal is submitted

- i. select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the City
- j. cancel this Bid Solicitation at any stage and issue a new Bid Solicitation for the same or similar requirements, including where:
- k. the City determines it would be in the best interest of the City not to award a Contract
- l. the Contract Price exceeds prices received by the City for Goods acquired
- m. the Contract Price exceeds the funds available for the Goods; or
- n. the funding for the acquisition of Goods has been revoked, modified, or has not been approved.
- o. Where the City cancels this Bid Solicitation, the City may do so without providing reasons for any such cancellation, and the City may thereafter issue a new Bid Solicitation, Single Source or do nothing; and/or
- p. reject any and all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the City or is otherwise engaged in a dispute with the City.

By Submitting a Proposal, the Proponent authorizes the collection by the City of the information identified in this Bid Solicitation, which the City may request from a third party.

5.2.3 Rights of the City – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Contract within ten (10) business days from being notified of its position as the Preferred Proponent, the City may, in its sole discretion:

- a. extend the period for concluding the Contract, provided that if substantial progress towards executing the Contract is not achieved within a reasonable period of time from such extension, the City may, in its sole discretion, terminate the discussions
- a. exclude the Preferred Proponent' Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to negotiate with all Proponents; and
- b. exercise any other applicable right set out in this Bid Solicitation, including but not limited to, cancelling the Bid Solicitation or issuing a new Bid Solicitation for the same or similar Goods.

The City may also cancel this Bid Solicitation in the event the Preferred Proponent fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this Bid Solicitation.

5.2.4 Disqualification of Proponents

A Proponent may be excluded from eligibility to submit, or a submitted Proposal may be summarily rejected, where the Chief Administrative Officer and the applicable Executive Leadership Team Member agree, in consultation with the City's solicitor, in their absolute sole discretion that one of the following circumstances has occurred:

- a. the Proponent is or has been involved in Litigation with the City, its elected officials, officers or employees
- b. the Proponent has failed to pay an amount owed to the City when due and owing
- c. there is document evidence of poor performance and/or non-performance
- d. the Proponent has withdrawn its Proposal on a previous Bid Solicitation after Proposals have been opened by the City

- e. the Proponent is in breach of the Procurement By-law
- f. the Proponent or its personnel have demonstrated abusive behaviour or threatening conduct toward City employees, their agents or representatives
- g. the Proponent has been convicted of a criminal offence including but not limited to fraud or theft
- h. the Proponent has been convicted of a quasi-criminal offense pursuant to applicable legislation or regulations including but not limited to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, City Employees or the public
- i. the Proponent is bankrupt or insolvent
- j. the Proponent has made a false declaration(s)
- k. the Proponent has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

For the purposes of this section, the Proponent shall be deemed to include any related entity and any partner, principal, director or officer of such Proponent as well as any other legal entity with one or more of the same partners(s), principal(s), director(s), or officer(s).

5.2.5 Materials/Equipment

Unless otherwise stated by the City, Goods of any type offered to the City hereunder shall be new and unused, of good quality and free from defects in workmanship, material and design. Receipt by the City of any goods shall not waive any of the Proponent's obligations herein and any defective goods shall be returned and replaced at the Proponent's sole risk and expense.

Unless otherwise stated, Goods supplied shall comply with all applicable specifications and industry standards, whether or not such specifications or standards are referenced in this Bid Solicitation (for example CSA, ESA, UL, etc.).

5.2.6 Proponent's Costs

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in the Bid Solicitation process. In no event will the City be liable to pay any costs or expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the Bid Solicitation Process.

5.2.7 Background Studies and Information

Background studies and information such as soils reports or environmental studies are prepared for design purposes, and when provided to the Proponent, are for information purposes only. Proponents shall rely on their own investigation and interpretation of this information and draw their own conclusions as to how this will affect their bidding and construction techniques.

5.2.8 Limit on Liability

The Proponent agrees that, if the City is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the City for any matter or relating to or arising from any act or omission by the City, whether based upon action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Proponent's cost of preparing its Proposal.

5.2.9 Debriefing

Unsuccessful Proponents may, within 60 calendar days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the Official Point of Contact for a debriefing and the City shall arrange a debriefing meeting to discuss the details of the Proponent's Submission.

The City will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Proponent's Proposal, why it was unsuccessful, and the relative advantages of the Successful Proponent's Proposal. The Debriefing is not for the purpose of challenging the procurement process.

When a Proponent is dissatisfied following the debriefing meeting, he or she may, within ten (10) business days of the date of the debriefing meeting, file a formal written complaint to the City's Procurement Officer, or designate, in which the complaint shall be investigated and a written response provided within 60 business days of the receipt of the formal written complaint.

5.2.10 Bid Dispute Procedure

With respect to any disputes that may arise in connection with this Bid Solicitation Process, Proponents are to refer to the Complaint Resolution section of the City's Procurement By-Law.

5.2.11 Application of MFIPPA

By submitting a Proposal, the Proponent agrees that all information contained in its Bid will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commission has held that unit pricing, quantities and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the City reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Proponent, in submitting its Proposal, hereby consents to such disclosure.

5.2.12 Media Releases, Public Disclosures and Public Announcements

1. Proponents are prohibited from, and will ensure that their Consultants are prohibited from , issuing or disseminating any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the Bid Solicitation Process, the Bid Solicitation Documents or the Work or any matter related thereto, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
2. Neither the Proponent nor any of its respective Consultants, will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Proponent or Proposal or to promote publicly or advertise their own qualifications, interest in or participation in the Bid Solicitation Process without the City's prior written consent, which consent may be withheld in the City's sole discretion.
3. For the purpose of greater clarity, the section above does not prohibit disclosures necessary to permit the Proponent to discuss the Contract with prospective sub-contractors, but such disclosure is permitted only the extent necessary to solicit those subcontractors' participation with respect to the Contract.

5.2.13 Currency

All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

5.2.14 Entire Bid Solicitation

The Bid Solicitation Documents, Addenda and all Schedules/Appendices form an integral part of this Bid Solicitation.

5.2.15 Governing Law

The Bid Solicitation, the Proponent's Proposal, and any resulting Contract shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

5.2.16 Competition Act

Under Canadian law, a Proponent' Proposal must be prepared separately and independently, without conspiracy, collusion or fraud. For more information on this topic, Proponents may wish to visit the Department of Justice website.

5.2.17 Language

Bid Submissions are required to be submitted in English only.

5. **SPECIFICATIONS**

6.1 Scope of Work

The City of Dryden (the “City”) is seeking proposals from qualified and licensed commercial HVAC contractors to supply and install new, high-efficiency HVAC units at multiple locations within the City of Dryden. The scope of work for this RFP includes, but is not limited to, the following requirements:

Scope of Work:

- Supply and install new, high-efficiency, hybrid HVAC units for replacement of existing equipment listed in Section 6.2.
- Removal and disposal of existing HVAC units.
- Supply and install new electrical disconnects, as needed.
- Supply and install new PVC drains, as required.
- Supply and install new smart thermostats.
- Connect electrical wiring to existing circuits.
- Supply and install necessary gas piping to support new unit(s), as required.
- Cover all costs related to unit hookups and installation.
- Supply and install ID tags on new units, using the same ID as existing units (or provide an ID, as directed by City Representative).
- Mark all piping and ducting clearly, including directional arrows, in accordance with CSA and TSSA standards.
- The contractor is responsible for obtaining necessary ESA and TSSA permits and ensuring compliance with applicable codes and regulations.
- Start-up and testing of all new equipment.
- Provide on-site training for staff on equipment operation.
- Provide one digital and one paper copy of specifications.
- Offer a 3-to-5-year warranty on all new equipment.
- Submit the required Save on Energy Grant and/or Enbridge incentives documentation.
- Ensure that all work is completed prior to July 31, 2025. This Request for Proposal (the “RFP”) by the Corporation of the City of Dryden (the “City”) invites proposals from competent licenced commercial HVAC contractors to supply and install several new units in multiple building for the City of Dryden.

The scope of work for this RFP, without limitation, is further described below:

- All units must be new/current high efficiency and hybrid models.
- Remove and dispose of existing units
- Supply & install equivalent replacements for the equipment in Section 6.2
- Supply & install new electrical disconnects, as required
- Supply & install new PVC drains, as required
- Supply & install new smart thermostats
- Electrical to be connected to existing circuit
- Supply & install necessary gas piping to accommodate new unit(s), as required
- All costs associated with hookups and installation

- Supply & install I.D. tags onto the new units (same I.D. as the existing unit or I.D will be provided by City Representative)
- All piping and ducting must be clearly marked, and provide directional arrows as per CSA and TSSA codes
- Contactor is responsible to obtain ESA and TSSA permits and to meet all codes and requirements
- Start up and test all new equipment
- Provide on-site training/tutorial for staff
- One digital and paper copy of specifications
- Provide a 3-to-5-year warranty
- Must attain/submit Save on Energy Grant and/or Enbridge incentives.
- All work must be completed prior to July 31, 2025

Proposal Requirements:

In addition to meeting the scope of work outlined above, contractors must include the following in their proposal:

- Detailed information about the proposed HVAC equipment, including specifications, model, and brand.
- A comparison of the proposed equipment with alternative brands and models, outlining the benefits and advantages of the proposed equipment (e.g., energy efficiency, performance, reliability, warranty, etc.).
- Evidence of how the proposed equipment meets or exceeds the City’s requirements for high efficiency and hybrid units.

6.2 Requirements by Location

Sr No.	Location	Current Unit	Current Model	ID Tag
1	30 Van Horne Ave	ICG MFG HVAC	LSA-250	D16227
2	30 Van Horne Ave	ICG MFG HVAC	LSA-250	D16226
3	30 Van Horne Ave	ICG MFG HVAC	LSA-250	D16174
4	30 Van Horne Ave	ICG MFG HVAC	LSA-250	D16140
5	30 Van Horne Ave	Goodman MFG AC Condenser	CKL60-3L	0503251512
6	30 Van Horne Ave	Lennox MFG AC Condenser	N/A	N/A
7	30 Van Horne Ave	Lennox MFG AC Condenser	N/A	N/A
8	36 Van Horne Ave	Lennox MFG AC Condenser	N/A	N/A
9	36 Van Horne Ave	Lennox MFG AC Condenser	N/A	N/A
10	36 Van Horne Ave	Lennox MFG HVAC	Whisper Heat	N/A
11	36 Van Horne Ave	Lennox MFG HVAC	Whisper Heat	N/A
12	36 Van Horne Ave	Nortec Humidifier	NHTC 010	N/A
13	36 Van Horne Ave	Nortec Humidifier	NHTC 010	N/A