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**REQUEST FOR PROPOSAL**

**Landscaping and Building Upgrades to  
Richardson Beach Bathhouse and Newlands Pavilion**

**RFP No. EN-2010-19**

Please submit original and two (2) complete copies of each proposal in a sealed envelope using the above noted proposal name, number, and closing date by **3:00:00 PM EST on Wednesday, August 18, 2010**

**THE CORPORATION OF THE CITY OF KINGSTON  
THE OFFICE OF THE CITY CLERK  
FIRST FLOOR COUNTER, SOUTH WING  
CITY HALL, 216 ONTARIO STREET  
KINGSTON, ONTARIO K7L 2Z3**

**RFP NUMBER**

**CLOSING DATE**

EN-2010-19

August 18, 2010 3:00:00 p.m.

A voluntary site meeting will be held on Wednesday August 11, 2010 at 10:00 a.m. at Richardson Beach Bathhouse, King Street East and Emily Street.

Proposals must be received before the above-mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

**Contact:**

Stephen Grainger C.E.T  
Capital Projects Coordinator  
Engineering Department  
Fax: 613-542-7880  
Email: [sgrainger@cityofkingston.ca](mailto:sgrainger@cityofkingston.ca)

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**City of Kingston**  
**Landscaping and Building Upgrades to Richardson Beach Bathhouse and Newlands Pavilion**

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## **A. THE PROJECT AND PROPOSALS**

### **1.0 INTRODUCTION**

The Corporation of the City of Kingston, herein "the City", invites proposals from vendors interested in the provision of services for the supply of labour, materials and equipment for the removal of existing heritage style windows, installation of new windows, building envelope repairs, parking lot expansion, new sidewalks, accessible benches and picnic tables, and accessible entrance ramp. Newlands Pavilion work will include minor repairs and painting to entire pavilion. The requirements for this Request for Proposal ("RFP") and for responses to this RFP are as described in this document. The award of the contract is subject to budget approval and scheduling.

### **2.0 TERM OF THE PROJECT**

The work at Richardson Beach Bathhouse shall be substantially completed by December 3, 2010.

The contractor will be we required to begin the repairs and painting to the Newlands Pavilion after October 17, 2010 due to previously committed bookings of the facility.

### **3.0 RFP SCHEDULE**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

<b>RFP RELEASED</b>	<b>Thursday August 4, 2010</b>
<b>VOLUNTARY PROPONENTS MEETING</b>	<b>10:00 a.m. Wednesday August 11, 2010</b>
<b>DEADLINE FOR SUBMITTING QUESTIONS</b>	<b>3:00 p.m. Friday August 13, 2010</b>
<b>DEADLINE FOR RESPONDING TO QUESTIONS</b>	<b>3:00 p.m. Monday August 16, 2010</b>
<b>RFP CLOSES</b>	<b>3:00:00 p.m. Wednesday August 18, 2010</b>
<b>FINAL SELECTION</b>	<b>August, 2010</b>

No officer, agent or employee of the City of Kingston is authorized to alter orally any portion of these documents. Any alterations required will be issued to all Firms as written addenda. Addenda shall be considered as an integral part of the RFP documents. The Firm shall list in its submission document all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that the proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.

Any successful proponent will be notified subsequent to the acceptance of such proposal, in whole or in part, by the Corporation of the City of Kingston. Such notification will be dispatched not later than sixty (60) days from the date set for closing. This period may be extended by mutual consent only.

Any proponent not in receipt of such notification of acceptance within the above referenced period may assume that the submission was not accepted.

A **voluntary site meeting** will be held on Wednesday August 11, 2010 at 10:00 a.m. at Richardson Beach Bathhouse and Newlands Pavilion located at 2 Emily Street (MacDonald Memorial Park).

#### **4.0 PROJECT AUTHORITY AND INVOLVEMENT**

This Request for Proposal is administered by the Engineering Department of the City of Kingston through the Capital Projects Coordinator, reporting to the Director of the Recreation and Leisure Services Department.

All inquiries regarding this Request for Proposal must be directed as specified in Section A 6.0 Inquiries of this document.

#### **5.0 PROJECT STAKEHOLDERS**

There are no project partners or stakeholders outside the City of Kingston involved in this Request for Proposal (RFP).

#### **6.0 INQUIRIES**

The Corporation of the City of Kingston assumes no responsibility for oral instruction or suggestion. All official correspondence in regard to the Request for Proposal should be directed in writing to:

Stephen Grainger C.E.T  
Capital Projects Coordinator  
Engineering Department  
Fax: (613) 542-7880  
Email: [sgrainger@cityofkingston.ca](mailto:sgrainger@cityofkingston.ca)

Any clarification of this document or request for additional information must be received by, 3:00 pm Friday August 13, 2010 in writing by fax or email.

If necessary a written addenda will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should proponent be in doubt as to their meaning, that proponent must notify the City of Kingston staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any

proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

## **7.0 PROPOSAL CONTENT**

Proposals must demonstrate a clear understanding of the scope of work and services required. The contents of your proposal should address the evaluation criteria contained in Section A 8.0 Evaluation of Proposals and will be scored in relation to the points stipulated.

Unless otherwise specified herein, proponents must use forms and directions provided through this RFP in preparing their proposals for submission. Each proponent will have to provide the original and two (2) hard copies of their proposal. Failure to provide all components may result in rejection of your proposal. Complete proposals must include:

- Section D - Irrevocable Offer **must** be signed and sealed in accordance with directions which shall be received as a clear statement as to the total upset limit price the City will be entitled to pay.
- Appendix A – Financial Proposal
- Appendix B - Company contact information and reference chart. A minimum of three professional/client references describing similar window replacement and landscaping projects over the last two years.
- Appendix C – Equipment list and proposed sub-trades general contractor will use to complete the work.
- Proposal Security - All proponents must provide with their submission a Proposal Security in the form of a proposal bond with a Guarantee Surety Company properly licensed in the Province of Ontario, a Certified Cheque, or cash equal to or greater than 10 percent (10%) of the proposal value.

### **Release of proposal security**

- The proposal security of all vendors, except the preferred and second preferred vendor, will be returned within 15 days of the RFP opening.
- The proposal security of the successful vendor will be returned upon receipt of the Performance Bond and the Labour and Materials Bond.
- The proposal security of the second preferred vendor will be returned when the successful vendor has returned the executed Agreement and other applicable documents to the City.
- Where the second preferred vendor has not been notified within 30 days after RFP opening that their proposal has been accepted, application may be made to the City for the return of the deposit.

- The proposal security cheque or security shall be forfeited if the successful vendor fails to return to the City, within 10 days of receipt of the acceptance of proposal, the executed Agreement and other required documents.
- The City may, at their discretion, return a proposal security at an earlier time than provided herein; or return a proposal security on receipt of an alternative security acceptable to the City, and no such action shall prejudice the validity of the proposal to which such proposal security relates.
- Any contravention of the above items may lead to cancellation of the Contract.
- Performance and Labour and Materials Bonds - The successful proponent must provide a 50% Performance Bond and 50% Labour and Materials Bond, with a Guarantee Surety Company, properly licensed in the Province of Ontario. Proponent to submit an Agreement to Bond from the Surety Company with the proposal. Alternatively, 100% of the amount of the proposal amount in cash or certified cheque may be provided by a proponent. Upon completion of the Evaluation of Proposals the financial security of the unsuccessful proponents is released. These securities must be furnished by the contractor before the Contract can be executed.
- Addenda - each proponent shall list in its proposal all the addenda that were issued by the City for inclusion in proposal preparation. Although every effort will be made to ensure that proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda have been received and addressed in their proposals.
- The proposal submission must include evidence of insurance as requested.

Product brochures and statistical information may be included with the RFP submissions but will not be accepted as an alternative to the required proposal content set out above.

Please note any proposal which has attached a condition or any other attachment which alters the specifications, conditions, or terms, or makes it subordinate, will be cause for rejection at the option of the City, which rejection shall be exercisable at the sole discretion of the City.

## **8.0 EVALUATION OF PROPOSALS**

The following scoring system will be used to evaluate each compliant proposal.

- |           |   |            |
|-----------|---|------------|
| <b>1.</b> | <b>Stipulated price</b>   | <b>75%</b> |
|           | <ul style="list-style-type: none"><li>• Each proponent must set out all costs the City will be expected to pay which shall be an upset limit beyond which the City will not be required to pay unless any additional work has been authorized.</li><li>• HST to be separately identified.</li></ul> |            |
| <b>2.</b> | <b>Project references</b>   | <b>5%</b>  |

- A minimum of three professional/client references must be provided describing similar projects over the last two years of the vendor and sub trades.

**3. Experience with equivalent projects 10%**

Vendor background information, address, contact information, years in business, etc.

- If applicable, sub-trades background information, address, contact information and years in business.
- Experience of vendor and/or sub trades with renovations of heritage buildings.

**4. Waste management work plan 5%**

- Contractor to develop, submit, and implement a Waste Management Work Plan to divert the removed windows and construction wastes from landfill and re-direct recyclable and/or reusable materials to appropriate sites. The plan shall quantify material diversion goals. The plan shall indicate the percent of recycled and/or salvaged material, waste, packaging, etc.
- Establish goals for landfill diversion and adopt a construction waste management plan to achieve these goals. Consider recycling cardboard, metal, brick, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulations. Designate a specific area on the site for recycling and track recycling efforts throughout the project. Identify haulers and/or recyclers to handle the designated materials (see designated substance review reports). Note that salvage may include donation of materials to charitable organizations

**5. Accessibility 5%**

- Each proponent must set out accommodation of persons with disability under the *Accessibility for Ontarians with Disabilities Act, 2005* and the *Ontarians with Disabilities Act, 2001*.

## **9.0 SUBMISSION OF PROPOSALS**

Provide the original and two (2) paper copies of your submissions in sealed envelopes, clearly marked **RFP No. EN-2010-19**, will be received no later than **3:00:00 p.m.** local time, **Wednesday August 18, 2010** and shall be addressed to:

The Corporation of the City of Kingston  
Office of the City Clerk, Main Floor, South Wing  
City Hall  
216 Ontario Street  
Kingston, Ontario  
K7L 2Z3

Submissions will be received by the staff person designated by the City at the counter in the Clerk's Office at City Hall, 216 Ontario Street, Kingston, Ontario no later than the time and date stated in this section.



Proposals received after the above date and time will not be considered and will be returned unopened to the Vendor.

Proponents are solely responsible for the method and timing of delivery of the proposal documents.

No proposals may be withdrawn after closing. Prior to closing, proposals may be withdrawn only upon written request signed by an authorized officer of the company.

## **B. PROJECT REQUIREMENTS**

### **1.0 INTRODUCTION**

The Corporation of the City of Kingston invites proposals from vendors interested in the Richardson Beach Bathhouse and Newlands Pavilion upgrades as specified in this document. The requirements for this RFP and for responses to this RFP are as described in this document. The City reserves the right not to accept any submission and to reissue this Request for Proposal at its sole discretion.

### **2.0 PROJECT COSTS**

The following applies to each proponent's submission as to costs:

- Costs stated by any successful proponent shall be the maximum the City will pay for this service.
- Proposals must be submitted in Canadian dollars before taxes.
- The contractor is to assume the tax regime to which the period of contract delivery relates in determining all pricing. This includes any changes in base pricing expected as a result of the HST regime effective from July 1, 2010. All prices should be quoted net of applicable taxes.
- In the event of any discrepancy between any unit price and an extension, the unit price shall govern.
- Invoices are subject to verification by the City at any time.
- The vendor will be required to submit such substantiating documentation as the City deems necessary to verify invoices at no cost to the City.
- The unit rates listed on page 20 shall be used to pay for additional work if requested by the contract administrator.
- Project mobilization shall not exceed 10% of the total stipulated price.

### **3.0 BACKGROUND OF THE PROJECT**

#### **Richardson Beach Bathhouse**

This project involves:

- the removal and disposal of the existing heritage windows
- supply and installation of new windows to replicate heritage windows

- minor roof repairs to match existing tiles
- repairs to masonry walls (selective repointing)
- one new hollow metal door and pressed steel frame c/w hardware
- door operator
- asphalt parking lot expansion
- new barrier free ramp
- concrete sidewalks
- accessible benches

#### Newlands Pavilion

- selective repairs to wood structure
- minor picket/railing repair
- cedar skirt repair
- painting of entire pavilion to match existing colours

Potential hazardous/designated substances that may be encountered are:

- Silica in concrete block walls
- PCBs in light ballasts
- Mercury in thermostats and switches
- Lead in paint

An asbestos containing material (ACM) survey has been completed for the building and will be made available to the contractor. Within the project work area, ACM has been positively identified in the following areas:

#### Richardson Beach Bathhouse

- Chrysotile detected in samples of window caulking

#### Newlands Pavilion

- No ACM detected

Note: The assessor has outlined the removal procedure for ACMs in the attached designated substances report (DSR). Contractor/subcontractor is responsible for removal of ACM to complete the required work. Contractor is required to submit associated documentation ensuring ACM is disposed of at a licensed facility.

## **4.0 AVAILABLE CITY RESOURCES**

No City resources other than the terms set out herein may be assumed available in the formation of any proposal.

Contractor is responsible to remove all onsite furniture (i.e. chairs, tables, shelves, etc.) in the second floor of the Richardson Beach Bathhouse.

## **5.0 OBJECTIVES**

The objective of this project is to make upgrades to Richardson Beach Bathhouse and Newlands Pavilion.

## **6.0 ASSUMPTIONS**

Proponents must take into account the following assumptions in preparing and submitting proposals.

All lobbying is prohibited under this Proposal pursuant to Purchasing Bylaw 2000-134 as amended, Section A 2.15.

Prices quoted must be in Canadian dollars. HST is extra and must be shown as a separate line item on all invoices.

Successful vendors will coordinate the inspections with the designated staff member.

All garbage generated by the removals or construction shall be removed and disposed of in a licensed waste disposal site in the appropriate manner according to the approved waste diversion plan, as spelled out in Provincial Legislation and the City of Kingston by-laws. The cleanup, transportation and disposal cost shall be covered in the contract submission price.

Invoices are to be directed to the attention of the appropriate staff member and mailed to the appropriate division.

Evidence of insurance shall be provided on the attached on the City of Kingston Insurance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract to the Engineering Department (fax (613) 542-7880).

The successful proponent must provide a current WSIB clearance certificate throughout the life of the contract to the Engineering Department fax (613) 542-7880).

The successful proponent must provide a detailed cost breakdown within 15 days from award of contract.

All materials used for the manufacture or construction or any supplies, materials, or equipment covered by the submission shall be new. The items must be new, the latest model, of the best quality and highest grade of workmanship. The City reserves the right to test for standards of quality or quantity in any reasonable manner at the expense of any successful proponent.

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of materials and/or services, only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" may be added. However, if materials and/or services other than the specified are proposed, it is the vendor's responsibility to name such materials and/or services within the submission and to prove to the City that said materials and/or services are equal to the specifications and to submit brochures, samples and/or specifications in detail or item(s) proposed. The City shall determine the quality of the merits of proposals submitted in its sole discretion.

No proponent is relieved from supplying all components necessary to render the materials and/or services fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents. All submissions shall be deemed to propose goods which are fit for use.

When materials and/or services are rejected, same must be removed by the successful proponent from the premises of the City within ten (10) days after notification unless public health and safety require immediate destruction or other disposal of such rejected commodities, in which case, the City may take such action as it deems necessary. Rejected items left longer than ten (10) days will be considered abandoned, and the City shall have the right to dispose of them as its own property.

In addition to the insurance requirements specified in Section C, part 18, Contractors Equipment coverage is also required.

The selected proponent shall be required to provide and maintain Environmental Liability Insurance in the amount of two million dollars (\$2,000,000), which coverage must not contain an exclusion or limitation in regards to asbestos or hazardous material removal.

Any contravention of the above items may lead to cancellation of the Contract.

## **7.0 RESOURCE REQUIREMENTS**

Proponents must detail any resources they will provide and require as part of their submission. This includes their resources, third party consultants or sub-contractors as well as City resource requirements they are assuming outside of those we have defined in Section B 4.0.

## **8.0 MILESTONES AND RESULTS**

Inspections will be requested and conducted as required.

A start up meeting will be held with the Owner and Architect prior to commencement of the work.

It is the contractor's responsibility to pay for and obtain any necessary permits and must make available on site prior to the commencement of the associated work.

The work at Richardson Beach Bathhouse and the Newlands Pavilion shall be substantially completed by December 3, 2010.

## **9.0 INTERIM AND FINAL REPORTING**

Reporting will be mutually determined prior to the commencement of the contract depending on the nature of the requirement. Additional reporting may be required during the term of the contract.

## **10.0 FORMAL CONTRACT**

Any vendor subsequently offered the Contract will be required to enter into a Formal Contract satisfactory to the Legal Division of the City of Kingston, which will include, but not be limited to, provisions set out in this RFP. All rights of cancellation vested with the City. The

Corporation of the City of Kingston reserves the right to cancel the contract at any time based upon the provision of 30 days notice, or payment in lieu of notice except where cause exists, unless otherwise specified.

**C. 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:**

**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.

**2. Signing Requirements.**

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. 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.

**3. Applicable Law.**

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, 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 City 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 Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

**4. City not liable for RFP costs.**

The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

**5. Required Warranties.**

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

- i. The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- ii. 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.
- iii. 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.
- iv. This proposal is in all respects fair and without collusion or fraud.
- v. 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.
- vi. All materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
  - a. competent to perform the work described in this RFP ["the work"];
  - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. shall supply everything necessary for the performance of the work;
  - d. shall carry out the work in a diligent and efficient manner;
  - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

## **6. No Obligation to Contract.**

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers that the City may or may not accept at its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so at its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service,

claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

**7. Contract Payments.**

Unless otherwise specified, should the Corporation of the City of Kingston 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 Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.

**8. Limitation of Liability.**

Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston 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 City, 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 City.

**9. Dispute.**

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

**10. No Assignment.**

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

**11. 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.

**12. 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.

**13. Governing Law.**

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario 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 law of the Province of Ontario.

**14. 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.

**15. 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 Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

**16. Default under Project.**

In case of a default of performance of the Project, the Corporation of the City of Kingston 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.

**17. 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 City upon delivery and acceptance thereof by or on behalf of the City. 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 City 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 City 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.

**18. 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 City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into a contract in relation to this Request for Proposal.

The selected proponent shall be required to provide and maintain Environmental Liability Insurance in the amount of two million dollars (\$2,000,000), which coverage must not contain an exclusion or limitation in regards to asbestos or hazardous material removal.

**19. Enforcement.**

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

**20. Opening Process.**

The following processes shall be used when RFP submissions are opened:

- i. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- ii. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

**21. Privacy and Freedom of Information.**

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston 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 Corporation of the City of Kingston (the City). 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 City 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;
- The lists of figures, tables, and appendices; and

- Any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which 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. The City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**D. FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under RFP No. EN-2010-19 the Corporation of the City of Kingston according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of ninety (90) days from the closing date for the receipt of proposals.

**WITNESS** \_\_\_\_\_

OR

(Affix Company Seal if applicable)

**SIGNED** \_\_\_\_\_

**NAME**\_\_\_\_\_

**TITLE** \_\_\_\_\_

**VENDOR NAME**\_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/PROV.** \_\_\_\_\_

**POSTAL CODE** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

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**APPENDIX A    FINANCIAL PROPOSAL**

**REQUEST FOR PROPOSAL DOCUMENTS LIST**

The Request for Proposal Documents includes:

- ☐ City of Kingston RFP Form
- ☐ Form of Irrevocable Offer

**UNIT PRICES**

<u>UNIT</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>
.01	Granular 'A' in place per tonne	\$ _____
.02	Granular 'B' in place per tonne	\$ _____
.03	Medium Duty Paving complete (granular included in item 1 and 2) per square metre	\$ _____
.04	Concrete sidewalks per square meter	\$ _____
.05	Sod including topsoil and fine grading per square meter	\$ _____
.06	Masonry Repointing per square meter	\$ _____

**Part A:      Itemized Prices: Richardson Beach Bathhouse Interior Upgrades**

<u>UNIT</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>
.01	Itemized Price No. 1: The amount included in the stipulated price for mobilization:	\$ _____
.02	Itemized Price No. 2: The amount in the stipulated price for demolition and off site removals:	\$ _____
.03	The amount included in the stipulated price for supply and installation of new gypsum board ceiling:	\$ _____
.04	The amount included in the stipulated price for supply and installation of new heritage windows:	\$ _____

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.05	The amount included for the supply and installation of exterior door complete with hardware:	\$ _____
.06	The amount included for supply and installation of handicap operator:	\$ _____
.07	The amount for interior and exterior painting including exterior door:	\$ _____
.08	The amount included for masonry repairs and re-pointing:	\$ _____
.09	The amount included for roof repairs:	\$ _____
.10	The amount included in the stipulated price for all other interior work not included in items .01 to .09:	\$ _____

**Total of Itemized Prices Part A No.01 - No.10:** \$ \_\_\_\_\_

**Part B: Itemized Prices: Richardson Beach Bathhouse Exterior Upgrades**

<u>UNIT</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>
.01	The amount included for mobilization:	\$ _____
.02	The amount included for kiosk and building sign allowances:	\$2,500.00 _____
.03	The amount included for electrical connection for new light posts on ramp:	\$2,000.00 _____
.04	The amount included in the stipulated price for demolition and off site removals:	\$ _____
.05	The amount included in the stipulated price for tree pruning and tree care by a licensed arborist:	\$5,000.00 _____
.06	The amount included in the stipulated price for temporary tree protection:	\$ _____

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.07	The amount included in the stipulated price for temporary safety fence (minimum 6 foot fence):	\$ _____
.08	The amount included in the stipulated price for light duty asphalt paving is:	\$ _____
.09	The amount included in the stipulated price for concrete curbs:	\$ _____
.10	The amount included in the stipulated price for concrete sidewalks:	\$ _____
.11	The amount included in the stipulated price for installation of accessible ramp c/w footings:	\$ _____
.12	The amount included in the stipulated price for concrete step repairs:	\$ _____
.13	The amount included in the stipulated price for accessible benches c/w concrete pads:	\$ _____
.14	The amount included in the stipulated price for three (3) garbage cans c/w concrete pads:	\$ _____
.15	The amount included in the stipulated price for all civil site works:	\$ _____
.16	The amount included in the stipulated price for all civil servicing:	\$ _____
.17	The amount included in the stipulated price for demobilization:	\$ _____
.18	The amount included in the stipulated price for all other exterior work not included in items .01 to .017:	\$ _____

**Total of Itemized Prices Part B No. 01 - No.18:** \$ \_\_\_\_\_

**Part C: ITEMIZED PRICES-Newlands Pavilion**

<u>UNIT</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>
.01	The amount included in the stipulated price for painting of Newlands Pavilion:	\$ _____

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.02      The amount included in the stipulated price  
for repairs to Pavilion:      \$ \_\_\_\_\_

.03      The amount included in the stipulated price  
for all other work not included in items  
.01 to .02:      \$ \_\_\_\_\_

**Total of Itemized Prices Part C No. 01 - No.03:** \$ \_\_\_\_\_

**STIPULATED PRICE**

Having carefully examined the Proposal Documents, including Addendum Number(s) \_\_\_\_\_, visited the Place of the Work, and taken into account all conditions affecting the Work, we hereby offer to furnish all necessary labour, materials and equipment required to perform expeditiously, and complete in a satisfactory manner, the above mentioned project in accordance with the Request for Proposal documents,

for the Stipulated (Base Submission) Price of

Richardson Beach Bathhouse Interior Upgrades \$ \_\_\_\_\_

Richardson Beach Bathhouse Exterior Upgrades \$ \_\_\_\_\_

Newlands Pavilion Upgrades \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Plus HST \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

(a) We confirm that the above stipulated sum is in Canadian Dollars and includes all applicable taxes, royalties, custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Proposal, and is not subject to revisions due to changes in the cost of labour, material or other items. It is understood that work may be performed at times outside of business hours at no additional cost.

(b) We undertake to complete the work within \_\_\_\_\_ weeks of commencing and are prepared to begin work on \_\_\_\_\_.

**APPENDIX B****CONTACT INFORMATION & REFERENCES**

Company contact information

CONTACT PERSON	
E-MAIL ADDRESS	
REGULAR PHONE NUMBER	
EMERGENCY PHONE NUMBER	

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	



**APPENDIX C**

**PROPOSED SUB-TRADES**

TRADE	NAME
Demolition and Removals	
Drywall	
Masonry	
Windows	
Painting	
Exterior Door	
Carpentry Work	
Tree Care	
Concrete Work	
Furnishings	
Grading	
Asphalt Paving	
Topsoil & Sodding	
Electrical Work	
Other	
Other	

**City of Kingston**  
**Landscaping and Building Upgrades to Richardson Beach Bathhouse and Newlands Pavilion**



CERTIFICATE OF INSURANCE  
 The Corporation of the City of Kingston

This is to certify that the insured named below is insured as described below.

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/RFP to which this certificate applies RFP No. EN-2010-19  
 Landscaping and Building Upgrades to Richardson Beach Bathhouse and Newlands Pavilion

**NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED**

Name of Insured	Telephone Number ( )- -	
Street Name (of Insured)	City	Postal Code

Type of Insurance	Insurer's Name	Policy Number	Effective Date			Expiry Date			Limits of Liability
			YR	MO	DAY	YR	MO	DAY	
Commercial general liability									
<input type="checkbox"/> umbrella									
<input type="checkbox"/> excess									
<input type="checkbox"/> other:									
Motor vehicle liability									

**Motor Vehicle Liability – must cover all vehicles owned or operated by or on behalf of the insured.**

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenants Legal Liability ☐ No **OR** ☐ Yes... (limit)

Liquor Liability ☐ No **OR** ☐ Yes

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury)

\$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSUREDS (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess. This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to: The Corporation of the City of Kingston  
 Attn: Marjorie Robinson  
 216 Ontario Street  
 Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date	YR.	MO.	DAY	Name of Insurance Company or Broker (completing form)
Street Name (Insurer or Insurance Broker)				City
				Postal Code
Name of Authorized Representative or Official ( <b>please print</b> )				Telephone Number ( )- -
				Fax Number ( )- -

Signature of Authorized Representative or Official