

REQUEST FOR PROPOSAL

RFP # 91- 2008

BUILDING ENERGY AUDITS FOR APARTMENT BUILDINGS AND TOWN HOUSES

ISSUED BY: **Corporation of the County of Hastings**

Closing Date: Tuesday October 14th 2008 at 10:00:00 AM, local time

Closing Location: Purchasing Department
235 Pinnacle Street, Second Floor
Belleville ON, K8N 3A9

Public Opening: Tuesday October 14th 2008 at 10:30:00 AM, local time
235 Pinnacle Street, First Floor
Belleville ON, K8N 3A9

Contact Person: Patricia McAllister
E-mail: bids@hastingscounty.com
Facsimile: (613) 966-7780

Summary of Instructions:

- Please submit One (1) original copy and Four (4) duplicate copies of your Proposal and the completed attached RFP forms, in a sealed envelope quoting the RFP number and closing date; and
- Forward before Tuesday October 14th 2008 at 10:00:00 AM, local time
Purchasing Department
235 Pinnacle Street, Second Floor
Belleville ON
K8N 3A9
- Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to proponents and RFP Terms and Conditions

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SECTION 1 - GENERAL REQUEST FOR PROPOSAL (RFP)

1.1 INTRODUCTION

Hastings County is located in the province of Ontario, Canada. Geographically, it is located in Eastern Ontario. Hastings County is the second largest county in Ontario. Served by Highway 401 and Route 2 in the South, Trans Canada Highway #7 in the Central Region and Highways 62 and 37 travelling North/South. As well, it is the second longest stretching almost one hundred and sixty kilometres from north to south. This vast area encompasses a variety of terrains which have impacted settlement patterns. The northern two-thirds of the county is covered by the ancient rocks of the Canadian Shield. As a result, the areas are sparsely settled. The southern third portion is located in part of the Great Lakes - St. Lawrence Lowlands. This is the site of most towns and farming developments. An escarpment passing through Hungerford, Huntingdon, Rawdon, and Marmora townships marks the southern limit of the Canadian Shield.

The 14 Municipalities within the County are:

- Town of Bancroft
- Township of Madoc
- Town of Deseronto
- Municipality (township) of Marmora and Lake
- Municipality of Centre Hastings
- Township of Stirling-Rawdon
- Municipality of Hastings Highlands
- Township of Tudor & Cashel
- Township of Carlow/Mayo
- Municipality of Tweed
- Township of Faraday
- Township of Tyendinaga
- Township of Limerick
- Township of Wollaston

The cities of Belleville and Quinte West are separated municipalities.

The County of Hastings, Housing Programs Branch is inviting responses to this RFP from professional and qualified energy management advisors to carry out comprehensive building audits for various Housing Programs Branch buildings within the County of Hastings.

The County is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of The County's procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met.

For more information about the County of Hastings and competitive bid opportunities, please visit our web page,

www.hastingscounty.com

1.2 RFP Objective

- (1) The Corporation of the County of Hastings (the County) named in the Request for Proposal ("RFP") is inviting Proposals to retain experienced, professional and qualified energy management advisors ("Consultants") to carry out comprehensive building energy audits for apartment buildings and town houses for various Housing Programs Branch buildings throughout Hastings County as described in Section 4.
- (2) The County named in RFP 91-08 intends to award, at a maximum, (1) one Contract for the provisions of this RFP.

- (3) The County intends to award the Contract through an open, fair and competitive RFP process. The selected Consultant will be notified after the County has reviewed and approved the Successful Proposal. The issuance of this RFP in no way implies that the County will proceed with an order or Contract for the Project, "Building Energy Audits" and will not reimburse any Proponent for any costs incurred in preparing and submitting and presenting a Proposal.

1.3 General Conditions

- (1) The following forms must be completed with all the information requested and included with the Respondent's Proposal;
- Appendix I: Form of Proposal
 - Appendix II: RFP Submission Form
 - Appendix III: Form of Irrevocable Offer
 - Appendix IV: Reference Form
- (2) All pricing proposed is Federal Goods and Service Tax and Ontario Provincial Sales Tax extra where applicable.
- (3) This Proposal submission is irrevocable and open for acceptance by the Corporation of the County of Hastings until ninety (90) days after the closing of this Proposal.
- (4) No announcement concerning the award of this Proposal will be made until a complete report and analysis is prepared by the County and receives approval in accordance to the County's Purchasing Policy #19, version October 25, 2007.
- (5) Opening of Proposals: The County shall open the Outer Envelopes containing the Proposals on the day of the Submission Deadline as set out in the Timetable, Section 3.1.
- (6) The County encourages Respondents to view each of the RFP issues as important to the County and not merely as a "starting point" for negotiations. The Respondent's responses to these issues will be an important factor in the County's evaluation of the Respondent's Proposal.
- (7) The County will evaluate the Respondents submissions (the "Proposal") as set out in the RFP and as specified, but not limited to Sections 8 and 9.
- (8) The County's process to select the Successful Consultant will commence with the issuance of the RFP documents and will terminate when the Contract is accepted by the Successful Respondent followed by the acceptance and execution by the County.
- (9) All costs associated with any response to this RFP shall be borne solely by the Respondent. This does not create any contractual rights or obligations between the County and any responding firm. The County, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm. While the price of such a solution will be an important consideration, the lowest or any quote may not necessarily be accepted.
- (10) The following are key contract terms that the County will need reflected in any Agreement with the Successful Respondent. The County requires the Respondent's views on each of the terms set out in this RFP and, in particular, whether the Respondent takes exception to any of the Agreement terms.

1.4 Definitions and Terminology

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

“Applicable Law” means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation;

"As detailed" means as shown on the drawings.

"As specified" means as specified herein.

"Building Code" means the Ontario Building Code (1993).

“Business Day” means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the County are Monday-Friday, 8:30 am to 4:30 pm (35 hours per week);

“County” means the Corporation of the County of Hastings;

“Confidential Information” means any and all material, data, information or any item in any form, including intellectual property rights.

“Contract” means the Purchase Order, the Request for Proposal, the Respondent’s Proposal and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance;

"Contract Price" means the total price the Owner has agreed to pay the Consultant for the work stipulated in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.

"Contractor" means the person, firm or corporation identified on the Contract responsible for the services of this Contract.

“Fiscal Year” means the County’s fiscal year which, as of the Effective Date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31;

"Owner" means the Corporation of the County of Hastings and the Hastings County Housing Programs Branch as the context of the Contract requires.

“Project Supervisor” means the Consultant’s project services will be accountable to the assigned project supervisor, Barry Moore, Hastings County Housing Programs Branch;

“Request For Proposal” (RFP): means the document issued by the County inviting Proposals for the performance of services therein;

“Respondent” means anyone submitting a Proposal in response to this RFP. For the purposes of this RFP the term "Respondent" includes the Respondent itself and,

- (a) if the Respondent is an individual,
 - (i) any current employee of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (b) if the Respondent is a corporation,
 - (i) any current director, officer, employee or controlling shareholder of the respondent
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (c) if the Respondent is a partnership,
 - (i) any current member or employee of the Respondent; and
 - (ii) any corporation of which the Respondent is or was a controlling shareholder.

“**Shall**” or “**Must**” identifies mandatory criteria and / or requirements;

1.5 Project Authority and Involvement

This RFP is administered by the Supervisor of Purchasing, County of Hastings. All inquiries must be as directed in Section 3.2 of the RFP document.

1.6 Project Stakeholders

The decision making process authority rests with the Corporation of the County of Hastings and the Housing Programs Branch.

1.7 Inquiries

- (1) The County assumes no responsibilities for oral instruction or suggestion. Any clarification of this document or requests for additional information must be received by 2:00 PM, Wednesday October 1st 2008, in writing by fax to: Patricia McAllister, Supervisor Purchasing, Fax: (613) 966-7780 or by email bids@hastingscounty.com
- (2) No officer, agent or employee of the County is authorized to alter orally any portion of these documents. Any alterations required will be issued to all Respondents as written addenda. Addenda shall be considered as an integral part of the RFP documents. The Respondent shall list in its Proposal 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.
- (3) If necessary a written Addenda will be sent to all Proponents. Should any Proponent find discrepancies in, or omission from the specifications, or should the Proponent be in doubt as to their meaning, that Proponent must notify the County staff indicated in this section in order to obtain clarification.

1.8 Proposal (Submission) Content

- (1) Unless otherwise specified herein, Respondents must use the forms furnished by the County. A Proposal which has attached condition of sale 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 County, which rejection shall be exercisable at the sole discretion of the County.

- (2) Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required as well as clear statement as to the actual total price. Product brochures and statistic information may be included with the RFP submissions.

1.9 Interpretation

In this RFP, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, sole proprietors, corporations, partnerships, trusts and unincorporated associations.

1.10 Precedence of Documents and Interpretation

- (1) Whenever the terms, words or initials "Hastings County Housing Programs Branch", "Housing Programs Branch" or like terms are used in the Contract, they shall mean Hastings County Housing Programs Branch.
- (2) Whenever the terms or initials "Hastings County Housing Programs Branch", "Housing Programs Branch" or a specifically named Housing Unit are used in the Contract, they shall mean the Hastings County Housing Programs Branch for the purposes stated in the Contract.
- (3) Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- (4) Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.

SECTION 2 - THE RFP DOCUMENTS

2.1 Request for Proposal Documents

The Request for Proposal documents all form part of the Contract and shall be binding. Respondents must ensure that they receive all the contents listed below. Any omissions must be drawn to the attention of the Supervisor of Purchasing no later than five (5) days prior to the RFP closing date and time.

- (1) the Request for Proposals (RFP);
- (2) Appendix I: Form of Proposal;
- (3) Appendix II: RFP Submission Form
- (4) Appendix III: Form of Irrevocable Offer;
- (5) Appendix IV: Reference Form;
- (6) Appendix V: General Instructions – Hastings County Housing Programs Branch
- (7) Appendix VI: Notice of No-Bid Form;
- (8) Appendix VII: Mailing Label;
- (9) Addenda to the RFP Documents, if any are issued by the County

2.2 Distribution of Documents - Electronic Distribution

- (1) The County may, in its discretion, use an on-line electronic distribution system to distribute all RFP Documents.
- (2) If the County uses an electronic distribution system of any kind, the Respondent is solely responsible for making appropriate arrangements to receive and access the RFP Documents through that electronic distribution system. Whether or not the RFP Process will be carried out using the electronic distribution system is set out in Section 6.

2.3 Information Provided by the County

- (1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of Proposals, negotiation or finalization of Agreements, and the subsequent delivery of all services to be provided by the Consultant. Nothing in this RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the County or the County Representatives for the completeness or accuracy of any information presented in the RFP Documents, during the RFP Process or during the term of the Agreement. The County and the County Representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents, provided during the RFP Process or during the term of the Agreement.
- (3) The RFP shall be read as a whole including all Appendices and Addendums, and will constitute an integral part of this RFP and are incorporated by reference.

SECTION 3 - THE RFP PROCESS and INSTRUCTIONS

3.1 RFP Schedule

- (1) This RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right, without liability, cost or penalty to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed Proposal submitted to the County.

Activity	Planned Dates
RFP Release Date	Tuesday September 23 th 2008
Deadline Issue Questions	Wednesday October 1 st 2008, 2:00 PM
County Response To Questions	Monday October 6 th 2008, 2:00 PM
Proposal Submission Closing Deadline	Tuesday October 14 th 2008, 10:00 AM
Final Selection & Recommendation	October 2008
Recommendation for Approval	October 2008
Contract Award	October 2008
Delivery/Start	October 2008

- (2) The County may, without liability, cost or penalty and in its sole discretion, and at any time prior to the deadline for submission of the Proposals (the "Submission Deadline") amend the timeline.
- (3) If the County extends the Submission Deadline, all obligations of Respondents will thereafter be subject to the extended deadline.

3.2 Clarification and Questions Related to the RFP Documents

- (1) Prospective Respondents may request clarification of the RFP Documents by;
 - (a) submitting all requests for clarification as written questions in one of the following formats;
 - (i) by FAX #(613) 966-7780; or
 - (ii) by email: bids@hastingscounty.com or,
 - (iii) by hand courier in hard copy to the attention of:

Patricia McAllister
Supervisor Purchasing
County of Hastings
P.O. Bag 4400
235 Pinnacle Street, 2nd Floor
Belleville ON K8N 3A9

- (b) submitting all requests for clarification no later than the deadline as set out in the Timetable (Section 3.1) or by submitting these requests for clarification at the Respondent's meeting (if applicable).
- (2) The County will provide the prospective Respondents with written responses to questions that are submitted in accordance with this Section as set out in the Timetable. The County will circulate the Response to Questions to all prospective Respondents in accordance with the circulation method set out in this Section.
- (3) The County will include, in the Response to Questions Document, all requests for clarification that have been submitted in accordance with this Section but will not attribute the requests for clarification to any party. The County may, in its sole discretion,
 - (a) answer similar questions from various Respondents only once;
 - (b) edit the language of the questions for the purpose of clarity; and
 - (c) exclude submitted questions if they are not comprehensible.
- (4) It is the Respondent's responsibility to seek clarification from the County of any matter it considers to be unclear and the Respondent shall seek clarification in accordance with this RFP Section.
- (5) The County shall not be responsible for any misunderstanding of the RFP Documents, the Response to Questions Document or the RFP Process on the part of the Respondent.

3.3 Contact Person/Prohibited Contacts

- (1) If prospective Respondents or Respondents wish to contact the County during the RFP Process on matters related to their Proposals, the RFP Documents or the RFP Process, they shall contact the County's Purchasing Supervisor.
- (2) Prospective Respondents or Respondents shall not contact or make any attempt to contact,
 - (a) any County officer, employee, subcontractor, agent, representative, consultant or volunteer (the "County Representatives") or provincial government employee or representative, other than the County Purchasing Supervisor; and

- (b) any other prospective Respondent or other Respondents, except for the purpose of discussing the possibility of submitting a Proposal as a Joint Venture.
- (3) Without limiting the generality of RFP Section 3.3 (2), prospective Respondents and Respondents shall not contact or attempt to contact,
 - (a) any member of the Evaluation Team;
 - (b) any expert or advisor assisting the Evaluation Team;
 - (c) any staff of the Corporation of The County of Hastings;
 - (d) any County members of Council or their advisors, on matters related to their Proposals, the RFP documents, or the RFP process

3.4 Public Statements and News Releases

- (1) The prospective Respondents or Respondents shall not issue any public statement or news release pertaining to this RFP without the prior written consent of the County.
- (2) The RFP recipient will keep confidential, without condition, all details of this RFP, its response and any and all information it obtains regarding the County. The recipient, shall not, without the County's written consent, refer to the County in any media release or public announcement.
- (3) The County may disclose any information with respect to the Respondents and their Proposals as required by Applicable Law.

3.5 County's Right to Amend or Supplement the RFP

- (1) The County may, without liability, cost or penalty,
 - (a) at any time prior to the Submission Deadline, alter the Timetable in this RFP; and
 - (b) amend or supplement the RFP Documents in accordance with RFP Section 3.6.
- (2) Any reference to "RFP" or "RFP Documents" includes any amendments to the RFP or RFP Documents made in accordance with RFP Section 3.7.

3.6 Addenda/Changes to the RFP Documents

- (1) The County will issue changes to the RFP Documents by Addenda only. No other statement, whether oral or written, made by the County or a County representative, will amend the RFP Documents.
- (2) The Respondent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any Addenda issued pursuant to this RFP.
- (3) The Respondent is solely responsible to ensure that it has received all Addenda issued by the County. Respondents may, in writing, seek confirmation of the number of Addenda issued under this RFP from the Purchasing Supervisor or designate named in this RFP.

3.7 Disclosure Issues

- (1) The Respondent, by submitting its Proposal, agrees that,
 - (a) the County may disclose,

- (i) the name and address of the Successful Respondent; and
 - (ii) the unit prices of the Successful Respondents; to other Respondents and the public; and
- (b) the County may disclose,
 - (i) the name and address of every Respondent; and
 - (ii) the volumes awarded to the Successful Respondents, to other Respondents (as applicable).
- (2) The Respondent agrees that the County may disclose Proposals and all information submitted in the Respondents' Proposals to other County representatives in the Province of Ontario.
- (3) The County may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf of the County and the County may,
 - a) make copies of the Proposal; and
 - b) retain the Proposal.
- (4) The County may disclose to the Government of Ontario any Respondent information or information in respect of any Agreements with Service Providers requested by the Government of Ontario.
- (5) The County may disclose any information with respect to the Respondents and their Proposals as required by the Applicable Law as defined in the General Conditions of the Draft Agreement.

3.8 County Confidentiality Issues

- (1) The prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the County (the "RFP Information") that the prospective Respondents acquired during the RFP Process from the County,
 - (a) shall remain the sole property of the County and the prospective Respondents and the Respondents shall treat it as confidential;
 - (b) shall not be used by the prospective Respondent or Respondents for any other purpose other than submitting a Proposal in response to this RFP;
 - (c) shall not be disclosed by the prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its Proposal without prior written authorization from the County; and
 - (d) if requested by the County, shall be returned to the Purchasing Supervisor no later than ten calendar days after the request by the County to return the RFP Information.
- (2) **Privacy and Freedom of Information:** All submissions and attached materials received in response to this RFP are deemed to be the property of the County of Hastings 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 RFPs, Quotations and Proposals submitted to the Corporation of the County of Hastings (the County). RFPs, 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 County shall not withhold the following information from RFPs, Quotations or Proposals, if requested through the MFIPPA process by any person or business:

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

Respondents should identify any portions of their RFP/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm disclosed. The County of Hastings cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

4.0 CONTRACT CLAUSES

4.1 Governing Law, Attornment and Limit on Liability

4.1.1 Governing Law

- (1) This RFP and the Agreement entered into by the Successful Respondents shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to this RFP Process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP Process on any jurisdictional basis, including forum non conveniens; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court.
- (3) The Respondent agrees that if the County commits a material breach of this RFP, the County's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the County, the aggregate amount of damages recoverable against the County shall be no greater than the demonstrated Proposal preparation costs of the Respondent seeking damages from the County.
- (4) If a Respondent is required by the Governing Law to hold or obtain a license, permit, consent or authorization to carry on an activity contemplated in its Proposal, neither acceptance of the Proposal nor execution of the Agreement shall be considered to be approval by the County of carrying on such activity without the requisite license, permit, consent or authorization.

4.2 Joint Venture Proposals

- (1) A Proposal may be submitted by,
 - (a) a single entity as the Respondent; or
 - (b) a collection of entities or individuals as the Respondent (the "Joint Venture Respondent").

Each Joint Venture Respondent shall state, in its Proposal, the joint venture arrangements that form the basis on which the Joint Venture Respondent plans to carry out its obligations under the Agreement. Joint Venture Respondents shall not change their joint venture arrangements without the prior written approval of the County.

- (2) If this RFP Process was preceded by a prequalification process in which Joint Venture Respondents were required to set out their joint venture arrangements as part of the prequalification process, then a Joint Venture Respondent shall not change the joint venture arrangements in its Proposal without the prior written approval of the County.
- (3) Each Joint Venture Respondent shall submit, as part of the Documentation Section of its Proposal, a written commitment, in the form of a letter duly executed by a responsible officer of each joint venture participant that,
 - (a) confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal in accordance with this RFP.
 - (b) confirms each joint venture participant's willingness to provide a joint and several guarantee to the County to underwrite the performance of the joint venture in respect of the Agreement; and
 - (c) identifies which joint venture participant,
 - (i) will assume the leading role on behalf of the other joint venture participants; and
 - (ii) will have the authority to bind or commit all joint venture participants (the "Participant in Charge").
- (4) Unless one has already been submitted in a prequalification process in respect of this RFP, each joint venture participant shall demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.
- (5) If any of the Successful Respondents is a Joint Venture Respondent and the Agreement is awarded to that Successful Respondent, the County may require the Successful Respondent to incorporate a separate legal entity to enter into the Agreement with the County. If any Joint Venture Respondent incorporates a separate legal entity, the Successful Respondents shall ensure that the separate legal entity has the full legal capacity to carry out its obligations under the Agreement and that it meets all requirements of law applicable to such an entity.
- (6) If the Agreement is executed between the County and a joint venture company, the parent companies of the entities forming the joint venture company shall jointly and severally guarantee the obligations of the joint venture company under the Agreement. The County may, in its sole discretion, also require parent companies of the joint venture participants or joint venture Company to be parties to the Agreement.

4.3 Respondents' Costs

- (1) The Respondent shall bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in this RFP Process, including all costs and expenses related to the Respondent's involvement in,
 - (a) the preparation, presentation and submission of its Proposal;
 - (b) the Respondent's attendance at the Respondents' Meeting;
 - (c) due diligence and information gathering processes;
 - (d) site visits and interviews;
 - (e) preparation of responses to questions or requests for clarification from the County;
 - (f) preparation of the Respondent's own questions during the clarification process; and
 - (g) Agreement discussions.
- (2) The County is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances, regardless of the conduct or outcome of the RFP Process. The Respondent shall not hold the County liable for any error or omission in any part of the RFP Documents. The County does not guarantee or warrant that the RFP Documents are accurate, comprehensive or exhaustive.

4.4 Delays and Costs of Delay

The County shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP Process.

4.5 Clarification and Verification of Respondent's Proposal

4.5.1 Clarification

- (1) The County may,
 - (a) require the Respondent to clarify the contents of its Proposal;
 - (b) require the Respondent to submit supplementary documentation clarifying any matters contained in its Proposal; and
 - (c) seek a Respondent's acknowledgement of a County interpretation of the Respondent's Proposal.
- (2) The County is not obliged to seek clarification of any aspect of a Proposal.
- (3) Any written information received by the County from a Respondent pursuant to a request for clarification from the County as part of the RFP Process may, in the County's discretion, be considered as an integral part of the Proposal.

4.5.2 Verification

- (1) The County may, in its sole discretion, verify any statement or claim contained in any Proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the County deems appropriate and may include contacting the

names of persons identified in the contract information provided by the Respondent and, in addition, contacting persons or entities other than those offered by any Respondent.

- (2) In submitting a Proposal, the Respondent is deemed to consent to the County verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the County may require.
- (3) For the purposes of the verification in RFP Sections 4.5.2 (1) and 4.5.2 (2), the information described may be collected from and disclosed to government and non-government organizations.

4.6 Notification of Changes of Respondent's Structure

- (1) During the RFP Process, a Respondent shall notify the Purchasing Supervisor, in writing, of any proposed changes to its joint venture arrangements or ownership structure from the joint venture arrangements or ownership structure set out in the Proposal or, if applicable, in the Respondent's Prequalification Application.
- (2) The County may,
 - (a) approve the changes in the joint venture arrangements or ownership structure of a Respondent; or
 - (b) reject the Respondent's or Successful Respondent's Proposal as a result of these changes.
- (3) The County's approval pursuant to RFP Section 4.6 shall not be unreasonably withheld.

4.7 Payment Holdback or Performance Assurance

The Contract may contain a provision whereby the County will holdback up to 10% of the total Contract price until the requirements of the Contract have been met to the satisfaction of the County.

4.8 Invoicing and Payment

- (1) Application for payment should be dated the last day of the agreed payment period and work completed.
- (2) Any payment contemplated by the Agreement shall be made by cheque to the Successful Respondent or any other method that provides immediately available funds.
- (3) Cost of the Goods and Sales Tax (GST) must be shown separately on all invoices.
- (4) GST Registration Numbers must be shown on all invoices.
- (5) Application for payment on account may be made MONTHLY subject to a 10% holdback and submitted to the Housing Programs Branch as work progresses.

4.9 No Additional Payment for Increased Costs

- (1) The amount payable to the Consultant under the Agreement will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant equipment, labour, materials or wage rates.

4.10 Deductions for Uncorrected Work

- (1) If in the opinion of the Payment Certifier, it is not expedient to correct defective work, or for work not done in accordance with the RFP and Agreement Documents, the County may deduct from the Agreement Price the difference in value between the work as done and that called for by the Agreement.

4.11 Currency

- (1) Any reference to currency is to be in Canadian currency and any amount or rate advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- (2) Any payment contemplated by the Agreement shall be made by cheque to the Successful Respondent or any other method approved by the County that provides immediately available funds.

4.12 Laws and Regulations

- (1) The Successful Respondent shall comply with all relevant federal, provincial and municipal statutes, regulations, codes, ordinances, policies, directives, orders and by-laws pertaining to the work and its performance. The Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario including:
 - (a) 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 Agreement 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 County is relying on this warranty in its decision to award the Agreement to the proponent.
 - (b) Accessibility for 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.

4.13 Force Majeur

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 lawful acts or public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

4.14 Deemed Satisfaction As To Submission

The submission of a Proposal shall be deemed conclusive proof that the submitter of the Proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, where, 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 County of Hastings based on the assertion by the submitter of a Proposal that it was uninformed as to any of the requirements of the Proposal.

4.15 Presentations

Qualified Respondents may be invited to make presentation to the evaluation team. The

County's Purchasing Section will notify Respondents of the presentation schedule (if applicable). The County also reserves the right to visit qualified Respondents sites as part of the evaluation process.

SECTION 5 - PROPOSAL REQUIREMENTS

5.1 Background

- (1) The County wishes to engage the services of a professional and qualified energy management advisor to carry out comprehensive building energy audits for various Housing Programs Branch senior apartment buildings and town houses throughout Hastings County. This will be a collaborative service administered by the Hastings County Housing Programs Branch in accordance with all relevant Federal, Provincial and Municipal legislation, regulations and by-laws.
- (2) The Energy Management Plan will indicate various recommendations to decrease existing electrical, gas, and water consumption. This will include a review of the lighting, heating, domestic hot water, ventilation, air leakage along with estimated costs, annual savings, kwh saved, green house gas reduction, possible government incentives and pay-back periods for these recommendations.
NOTE: Final Audit will show all Energy Saving Calculations & Formulas
- (3) The successful Bidder(s) shall have all necessary resources and be prepared to commence full Services on or about October 21st 2008, and continue to provide all Services during the full term of the Agreement.

5.2 Overview

- (1) Building Energy Audits and Services requirements and for the following locations:
 - (i) Carry out and deliver comprehensive building energy audits for apartment buildings and town houses for various housing programs branch buildings throughout the County of Hastings as listed in Section 5.2 (3).
 - (ii) The Energy Management Plan will indicate various recommendations to decrease existing consumption of;
 - ELECTRICAL
 - GAS
 - WATER CONSUMPTION.
 - (iii) This will include a review of the lighting, heating, domestic hot water, ventilation, air leakage along with estimated costs, annual savings, kwh saved, green house gas reduction, possible government incentives and pay-back periods for these recommendations.
NOTE: Final Audit will show all Energy Saving Calculations & Formulas
 - (iv) Energy audits for senior buildings are to include the public areas and three (3) single apartments within the apartment building.
 - (v) Energy audit for family town houses will include three (3) units that have three (3) bedrooms.
 - (vi) All senior apartment buildings have electric base board heaters.

- (vii) All family town houses have gas furnaces.
- (2) Energy Management Plan
Provide a total comprehensive site management plan and EMP cost for each site listed in Section 5. Note: Partial Proposals are not acceptable.

NOTE: ALL BUILDINGS ARE LOCATED WITHIN THE COUNTY OF HASTINGS AND ARE FOUR (4) STORIES OR LESS.

- (3) Location:
Various Housing Programs Branch senior apartment buildings and town houses throughout the County of Hastings as follows:

(a) Apartments

- (i) 25 STATION STREET BANCROFT, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 88 SINGLE APARTMENT BUILDING)
- (ii) 27 WELLINGTON STREET MADOC, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 15 SINGLE APARTMENT BUILDING)
- (iii) 47 WELLINGTON STREET MADOC, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 21 SINGLE APARTMENT BUILDING)
- (iv) 23 McCAMON AVENUE TWEED, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 41 SINGLE APARTMENT BUILDING)
- (v) 43 MATTHEW STREET MARMORA, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 30 SINGLE APARTMENT BUILDING)
- (vi) 315 EDMON STREET DESERONTO, ONTARIO: including three (3) apartments.
(THIS BUILDING IS A 2 STORY 35 SINGLE APARTMENT BUILDING)
- (vii) 204 CHURCH STREET STIRLING, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 24 SINGLE APARTMENT BUILDING)
- (viii) 40 MILL STREET FRANKFORD, ONTARIO: including three (3) apartments
THIS BUILDING IS A 2 STORY 15 SINGLE APARTMENT BUILDING)
- (ix) 21 ALBERT ROAD FRANKFORD, ONTARIO: including three (3)
apartments (THIS BUILDING IS A 2 STORY 20 SINGLE APARTMENT
BUILDING)
- (x) 236 DUNDAS STREET EAST TRENTON, ONTARIO: including three (3)
apartments (THIS BUILDING IS A 2 STORY 22 SINGLE APARTMENT
BUILDING)
- (xi) 24 CRESWELL DRIVE TRENTON, ONTARIO: including three (3) apartments
(THIS BUILDING IS A 2 STORY 11 SINGLE APARTMENT BUILDING)
- (xii) 247 WEST BRIDGE STREET BELLEVILLE, ONTARIO: including three (3)
apartments (THIS BUILDING IS A 4 STORY 81 SINGLE APARTMENT
BUILDING)

- (xiii) 245 WEST BRIDGE STREET BELLEVILLE, ONTARIO: including three (3) apartments (THIS BUILDING IS A 2 STORY 81 SINGLE APARTMENT BUILDING)
- (xiv) 25 WELLINGTON CRESCENT BELLEVILLE, ONTARIO: including three (3) apartments THIS BUILDING IS A 2 STORY 81 SINGLE APARTMENT BUILDING). **NOTE: ALL TOILETS HAVE BEEN REPLACED WITH LOW FLUSH IN THIS BUILDING)**
- (xv) 5 TURNBULL STREET BELLEVILLE, ONTARIO: :(including three (3) Apartments (THIS BUILDING IS A 2 STORY 37 SINGLE APARTMENT BUILDING)
- (xvi) 7 TURNBULL STREET BELLEVILLE, ONTARIO: including three (3) apartments (THIS BUILDING IS A 2 STORY 45 SINGLE APARTMENT BUILDING)
- (xvii) 485 EAST BRIDGE STREET BELLEVILLE, ONTARIO: including three (3) apartments (THIS BUILDING IS A 3 STORY 82 SINGLE APARTMENT BUILDING).

NOTE: ALL TOILETS HAVE BEEN REPLACED WITH LOW FLUSH AND ALL PUBLIC AREA LIGHT FIXTURES HAVE BEEN UPGRADED TO T 8 OR COMPACT FLUORESCENT BULBS IN THIS BUILDING.

(b) Family Properties

- (i) # 1 TO # 20 - MARSH DRIVE BELLEVILLE, ONTARIO: including three (3) units (THIS PROPERTY HAS 20 ROW HOUSE UNITS)
- (ii) #120 A TO # 130 F - NORTH PARK STREET BELLEVILLE, ONTARIO: including three (3) units (THIS PROPERTY HAS 39 ROW HOUSE UNITS).
- (iii) # 228 A TO # 238 G - PINE STREET BELLEVILLE, ONTARIO: including three(3) units (THIS PROPERTY HAS 57 ROW HOUSE UNITS)
- (iv) # 271 TO # 291 - MOIRA STREET, # 2 TO # 52 - ELGIN STREET AND # 2 TO # 34 - TRIPP AVENUE BELLEVILLE, ONTARIO: including three (3) units (THIS PROPERTY HAS 54 ROW HOUSE UNITS)
- (v) # 1 TO # 13 – KENT STREET AND # 1 TO # 28 – YORK STREET TRENTON, ONTARIO: including three (3) units (THIS PROPERTY HAS 35 ROW HOUSE UNITS)
- (vi) # 23 TO # 70 – GOULD STREET TRENTON, ONTARIO: including three (3) units (THIS PROPERTY HAS 36 ROW HOUSE UNITS)

(4) Access to Sites

Arrangements to access sites may be arranged by contacting:

Barry Moore
Building Services Supervisor
email: mooreb@hastingscounty.com

Andrea Haggerty
Works Control Clerk
email: haggertya@hastingscounty.com

(5) Site Examination

- (a) Prior to submitting a bid, carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include all costs to fulfill the contract.
- (b) Report any discrepancy, errors or omissions to the County 24 hours prior to the RFP closing date and time.

(6) Taxes and Duties

- (a) Respondents must make provisions in their Bid to cover the full cost of the Federal Goods & Services (GST), Provincial and Municipal taxes, permits and fees.

(7) General Requirements

- (a) Cooperation with the Housing Programs Branch and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting work.

(8) Residential Tenancies Act

- (a) In accordance with the Residential Tenancies Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry not less than twenty-four (24) hours prior to the time of entry.
- (b) The Successful Respondent must schedule services accordingly and shall advise the Housing Programs Branch not less than seventy-two (72) hours in advance of requested access to any residents premises.

5.3 Proposal Submission Requirements

- (1) The following should be included in the Proposal package one (1) original and four (4) copies of the Proposal Package are required):
 - (a) A detailed description of the approach to providing energy savings opportunities, and presenting the energy and water cost savings the site listed in Section 5.2 may expect, along with estimated implementation costs and applicable grants and incentives.
 - (b) The Proposal should summarize the other benefits of undertaking energy efficiency improvements, including resident comfort, operations and maintenance cost savings, renewal of plant and equipment, and reduction in emissions of greenhouse gases and other pollutants.
 - (c) Access to comparative energy use data from social housing buildings across Ontario, which helps estimate the potential for energy and cost savings.
 - (d) Availability of the Respondent's utilities management system, allowing the Housing Branch to monitor and report on their actual energy performance and

savings, adjusted for weather and other variables.

- (e) Economies of scale to lower the cost of purchasing energy efficient products and services.
- (f) Lists of eligible vendors who provide Energy Star or equivalent energy-efficient products with competitive pricing and; access to information and training.
- (g) A statement of your organizational history and current capabilities as they relate to the Services.
- (h) A list of clients, particularly municipalities, government agencies and private sector, for whom you have provided Services that is consistent with the scope of this RFP. For each client listed please identify a contact person's name, title, telephone number, email address and your relationship with the contact, as well as any measurable results that were achieved. A minimum of three (3) references (Appendix III) is required. Include lead firm and any other sub consultants or firms involved.
- (i) A list of personnel who will be assigned to the Energy Audit Services if your Proposal is successful, and include at least the following:
 - (i) Listing of principle staff (including back-up) that will be assigned to the Audit Services, including a description of their roles, responsibilities, related work experience, certificates, etc.
 - (ii) Name of the proposed Energy Audit Project Manager, including his/her curriculum vitae.
 - (iii) A brief bio of each individual who will work on the project, including their relevant experience;
 - (iv) Locations of Operation
 - (v) Current audited financial statement to support financial viability and stability.
 - (vi) Description of business and/or professional experience and background. Include summary information on recent contracts that were/are similar in size, scope and complexity (preferably ones where the same personnel as proposed herein to conduct the work).
 - (vii) Submission of a minimum of three (3) relevant business references including the names addresses and direct telephone numbers where you are performing the same services.
- (j) Narrative as to:
 - (i) Your recent building Energy Audit report success rate and methods and forms/reports for similar type of work as specified, including similar municipal housing programs.
 - (ii) Your company philosophy including but not limited to your policies and procedures in building energy audits and Green Light Initiatives.

- (iii) Information on your company including but not limited to: project management, coordination with others, staff training, fee structure, and statistical information on your success rate.
- (k) Provide a copy of relevant business credentials and certification required to perform comprehensive building energy audits.
- (l) Outline any ability you may have to accelerate the timeline provided.
- (m) Any additional information which demonstrates that your firm would be the best possible match to undertake the Audit Services.

5.4 Indemnity and Insurance

(1) Insurance During the Performance of the Services

The Successful Respondent covenants and agrees with the County that the Successful Respondent shall purchase, provide and maintain at all times during the term of the Services, or as otherwise set out in this RFP, the following insurance with respect to the performance of the Services. The policy shall be maintained continuously with respect to the performance of any aspect of the Services during the term of the Services:

- (2) The Successful Respondent shall provide the County with the Proposal a valid Certificate of Insurance that confirms the above requirements. The Successful Respondent shall provide the County with a copy of the policy and any renewal replacement certificates as may be necessary.

- (a) **Comprehensive/Commercial General Liability Insurance** insuring the Successful Respondent and naming The Corporation of the County of Hastings as an additional insured, and any other person or entity who the County or the Successful Respondent may reasonably require to be added as additional insureds. Such General Liability Insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all Services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a sub-contractor and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the Consultant. Such insurance shall contain a cross liability endorsement.

Comprehensive General Liability Insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) Dollars per occurrence and shall include the County and Her Majesty in Right of Ontario as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, third party bodily, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- (b) Automobile Liability Insurance for an amount not less than Two Million (\$2,000,000) Dollars per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

- (c) Professional Liability - A Professional Liability Insurance Policy, in an amount not less than Two Million Dollars (\$2 Million) per claim and in the aggregate insuring the Consultant. The coverage under the policy shall be maintained continuously during the term of this Agreement and for two years after the termination or expiration of this Agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the Services.
- (d) Errors and Omissions Liability insurance The Successful Respondent Errors and Omissions Liability insurance, in the amount not less than one million dollars (\$1,000,000.00) per occurrence, insuring liability errors and omissions in the performance or failure to perform professional services contemplated in the Agreement.
- (e) Other Insurance - Any other type, (including special and specific project professional liability insurance) form or as otherwise may be required from time to time provided same is reimbursed by the County.

5.5 Waivers of Subrogation

Each of the policies of insurance required to be maintained pursuant to this Section shall contain a waiver of subrogation in favour of the insureds subject to the availability in accordance with insurance industry practice.

5.6 Premiums

The Successful Respondent shall duly and punctually pay or cause to be duly and punctually paid all premiums and other sums of money payable for maintaining any insurance required to be maintained pursuant to this Section and shall, if required from time to time by the County, provide or cause to be provided to the County evidence of payment of premiums.

5.7 Non-Cancellation

Each of the policies of insurance required to be maintained pursuant to this Section shall contain an agreement by the insurer to the effect that it will not cancel such policy prior to its expiration (whether by reason of non-fulfilment of conditions or otherwise except for non-payment) except upon the annual anniversary of each such policy and only upon ninety (90) days' prior written notice to the County.

5.8 Evidence of Insurance

The Consultant shall deliver or cause to be delivered to the County evidence of the insurance required to be maintained pursuant to Section 5, on or before the execution of the Agreement and shall provide or cause to be provided evidence of the extension of such insurance to the County not less than thirty (30) days prior to the expiration of any then current policy, and shall deposit or cause to be deposited promptly with the County every policy of and renewal certificate for such insurance (or, at the option of the County, a certified copy thereof). Delivery to and examination by the County of any policy of insurance or certificate thereof or other evidence of insurance shall in no way relieve the Consultant of any of its obligations pursuant to the provisions of this Section and shall in no way operate as a waiver by the County of any of its rights.

5.9 Co-Insurance

If any policies of insurance shall contain any co-insurance clause, the Consultant shall maintain or cause to be maintained at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the Consultant or the County from becoming a co-insurer under the terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss, less any deductible.

5.10 Approvals

All insurance required to be maintained shall be approved in writing by the County, from time to time as to terms, form, premium, amounts, deductibles, loss payees, named and additional insureds and insurers. Each policy of insurance shall be signed by the insurer or insurers responsible for the risks insured against.

5.11 Liabilities of the Successful Respondent's

The Successful Respondent's liabilities and obligations shall not be restricted to any sums mentioned in any of the insurance clauses contained herein and such insurance amounts provided for herein shall not be construed so as to relieve or limit the liability of the Successful Respondent in excess of such coverage and shall not preclude the County from taking such other actions as are available to it under any provision of this Agreement or otherwise at law or in equity.

5.12 Right to Insure

The Successful Respondent shall immediately advise the County of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Successful Respondent fails to obtain and maintain or cause to be obtained and maintained such insurance or if such insurance is in an amount less than the amount required under this Agreement, the County shall have the right (without any obligation to do so), upon two (2) days' notice to the Successful Respondent in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs, expenses and other outlays by the County in connection therewith together with interest at the Rate of Interest shall be payable by the Successful Respondent to the County upon demand without prejudice to any other rights and recourse of the County hereunder. No such insurance taken out by the County shall relieve the Consultant of its obligations to insure hereunder and the County shall not be liable for any loss or damage suffered by the Successful Respondent in connection therewith.

If the Successful Respondent fails to meet the requirements of Section 5 the County retains the right to terminate the Agreement and use the Bid Security toward damages.

5.13 Cooperation

The County and the Successful Respondent covenant and agree with each other to do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.

5.14 Proof of Workers Safety Insurance Board (WSIB) Coverage

- (1) The Respondent shall submit with its Proposal a current and valid WSIB Clearance Certificate and will provide their WSIB account number.
- (2) The Respondent will submit, evidence of compliance with all of the requirements of the Workplace Safety & Insurance Board, including payments due thereunder. Such evidence must be furnished to the Owner before final payment is made.
- (3) The Successful Respondent agrees that it shall at its own expense procure and carry or cause to be produced and carried and paid for, full Workplace Safety and Insurance Board coverage for itself and all workers, employees, servants and others engaged in or upon any work within the County.
- (4) The Successful Respondent shall provide any subsequent Employer's Liability and Voluntary Compensation policy renewal, referencing the RFP Agreement. The Consultant shall ensure that each subcontractor complies with the WSIB requirements set out in this Section by obtaining similar types of coverage if the subcontractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation.

5.15 Conflict of Interest

- (1) In addition to the other information and representations made by each Respondent in the Proposal, each Respondent will be assessed based upon whether or not it has an actual or potential Conflict of Interest, and if so, does that conflict prevent the Respondent from being awarded the Agreement.
- (2) If the Respondent does not disclose any information concerning Conflict of Interest in the Proposal, the Respondent submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement.

5.16 Compliance With Laws, Notices, Permits, Fees and Insurance

- (1) The Successful Respondent and its personnel shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.
- (2) The laws of the Municipality where the project is situated shall apply to the services.
- (3) The Successful Respondent will obtain all permits, licenses and certificates and pay all fees required for the performance of the services.
- (4) The Consultant shall comply with all provisions and requirements of any insurance policies taken out in respect of the services, and with all County policies, rules and regulations concerning safety and the proper conduct of the services.
- (5) If the Successful Respondent fails to notify the County in writing and obtain its direction as required to perform the services as stated in this RFP and performs any services knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any corporation having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

5.17 Changes

- (1) The County may, from time to time, request changes in the scope of the Services and the Deliverables to be provided. Where in the opinion of the Successful Respondent such changes will involve any increase or decrease in the amount of the Successful Respondent's compensation such amount shall be mutually agreed upon in writing by the parties prior to the Successful Respondent undertaking any such work.
- (2) Within ten (10) days of the receipt of a change request, the Successful Respondent shall advise the County whether the changes are possible, the cost of the changes, and what effect such changes will have on this RFP.

5.18 Payment Terms

- (1) Respondents should identify their payment terms and payment schedule within their Proposals.

5.19 Assignment of Agreement or Proceeds of Agreement

- (1) The Successful Respondent acknowledges that neither the Successful Respondent nor the proceeds thereof may be assigned without the written consent of the County.

SECTION 6 - PROPOSAL CONTENT AND FORMAT

6.1 General Format of Proposal

- (1) Each Respondent shall submit a Proposal that is comprehensive, and submitted in the format prescribed herein. Electronic submissions of Proposals will not be accepted.
 - (a) is securely bound (single sided printing is encouraged) with numbered pages;
 - (b) has a complete table of contents at the front of the Proposal immediately following the title page;
 - (c) submissions should not exceed 75 pages.
 - (d) Proposals must be signed and dated will be received by the County not later than the date, time and location specified.
 - (e) Proposals submitted after the specified time will be returned to the Respondent unopened.
 - (f) Failure to meet the requirements of the RFP Documents may result in disqualification.
- (2) The Respondent shall separate all pre-printed literature about the Respondent, if any, into a separate section and include it in a Documentation Section Envelope. The County will not evaluate pre-printed literature and the Respondent is not required to submit pre-printed literature.
- (3) Each Respondent shall,
 - (a) examine all instructions, terms and conditions, forms and information in the RFP Documents and the Response to Questions Document; and

- (b) in a clear, concise and legible manner, complete and submit all documentation required by RFP Section 6.2.
- (4) The Respondents are strongly encouraged to use formatting and a font size 12 is recommended) that is readable.

6.2 The Documentation Section

(1) Proposal Submission Forms

Each Respondent shall complete and execute: Appendix 1: Form of Proposal; Appendix II: RFP Submission Form; Appendix III: Form of Irrevocable Offer and Appendix IV: Reference Form;

(2) The Form of Irrevocable Offer attached as Appendix III: of this RFP. Respondents shall execute the Form of Irrevocable Offer as follows:

- (a) in the case of a sole proprietorship, the sole proprietor shall sign the Form of Irrevocable Offer and have the signature witnessed;
- (b) in the case of a limited company, an authorized signing officer shall sign the Form of Irrevocable Offer;
- (c) in the case of a partnership, all partners shall sign the Form of Irrevocable Offer and have their signatures witnessed; and
- (d) in the case of a joint venture, each entity of the joint venture comprising the Joint Venture Respondent shall sign the Form of Irrevocable Offer.

(3) Financial and Experience Information

- (a) The Respondent shall submit financial and experience information to demonstrate that it has the required experience and financial position to fulfill the required services.
- (b) Current audited financial statement to support financial viability and stability. Description of business and/or professional experience and background. Include summary information on recent contracts that were/are similar in size, scope and complexity (preferably ones where the same personnel as proposed herein conducted the work).
- (c) Submission of a minimum of three (3) relevant business references including the names addresses and direct telephone numbers where you are performing the same services.
- (d) If this RFP Process has been preceded by a prequalification process, this Section shall not be applicable to this RFP Process.

(4) Conflict of Interest and Confidential Information

- (a) Each Respondent shall disclose any potential or actual conflicts of interest that it, or members of its joint venture in the case of Joint Venture Respondents, has or may have as a Service Provider under the terms and conditions of the Draft Agreement.
- (b) Each Respondent shall disclose, in the Proposal Submission Form,

- (i) whether, prior to submitting its Proposal, it had access to County confidential information with respect to the RFP Process, including any information with respect to the evaluation criteria or any matter related to the evaluation process, other than information officially disclosed by the County as part of the RFP Process; and
 - (ii) the names, positions, addresses and telephone numbers of all individuals who have participated in the preparation of the Proposal and the identification of any of those individuals who is a former employee, former CAO or former member of the County issuing this RFP.
 - (c) The County will make a judgement as to whether, on a case by case basis, the conflict of interest or potential conflict of interest, disclosed pursuant to this RFP Section 5.3.3 is material and will result in disqualification of the Proposal.
- (5) Service Quality Supporting Documentation
- (a) The Respondent may, as required, include sample reports, sample forms and examples of policies and procedures, or documents of a similar nature, to support its Service Quality.
 - (b) If the Respondent includes Supporting Documentation in its Proposal, the Respondent should separate, tab and index the Supporting Documentation for ease of reference.
 - (c) The County will treat the Supporting Documentation as reference materials only and will not score or evaluate the Supporting Documentation. If Supporting Documentation is specifically referenced in the Respondent's Proposal, the County will refer to the document, but will not score it.
- (6) Price Submission Section
- (a) The Price Submission Section shall also consist of a completed Form of Offer (Appendix I), as applicable.
 - (b) Proposed costs must be quoted in the form provided in Appendix I.

SECTION 7 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

7.1 Instructions, Date and Time for Receiving Proposals

Proposals shall be submitted before 10:00 AM local time, Tuesday October 14th, 2008 according to the instructions in the RFP. Submissions must be received by the County at the stated address and office before Closing Time in order to be acceptable. If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address and office prior to Closing Time and Date. Late or misdirected submissions cannot be accepted after Closing Time and will be returned unopened. No part of any Submission will be accepted by facsimile. The County does not accept any liability or responsibility for inhibited or interrupted courier, mail or other service, regardless of the postmark, weigh bill or other details.

NOTE: Proposal submission packages must clearly identify contents with the RFP Number, Project Name and the Respondent's Company Name.

- (1) Each Respondent shall submit one signed original and four (4) identical copies of its Proposal to the Supervisor Purchasing, County of Hastings before the Submission Deadline. Proposals received after the Submission Deadline will be returned unopened to the sender, courier collect.
- (2) Respondents shall submit their Proposals by sending them by pre-paid courier or hand-delivery to the County at the address sent out in the RFP, Section 3.
- (3) Respondents shall seal their Proposal documents as follows:
 - (a) Envelope "A":
The Respondent shall place the Proposal, Appendix III: Form of Irrevocable Offer, Appendix IV: Reference Form and Supporting Documentation in a sealed envelope or package (Envelope "A" the "Project Proposal and Supporting Documentation Envelope") with the Respondent's full legal name and return address, the RFP number, the Submission Deadline and the label "Project Proposal and Supporting Documentation" clearly displayed on the outside of Envelope "A".
 - (b) Envelope B:
The Respondent shall place the Price Submission Section including Appendix I: Form of Proposal and Appendix II: RFP Submission Form in a sealed envelope or package (the "Price Envelope") with the Respondent's full legal name and return address, the RFP number, the Submission Deadline and the label "Price Submission Section" clearly displayed on the outside of the Price Envelope.
 - (c) Envelope C:
The Respondent shall place Envelope A (Documentation and Service Quality Envelope) and Envelope B (the Price Envelope) in a third envelope or package Envelope C - the "Outer Envelope" and the Respondent shall seal the Outer Envelope and shall clearly label it with the Respondent's full legal name and return address and the RFP number and Submission Deadline.
- (4) Except as otherwise provided in the RFP Documents, Respondents shall provide only hard copies of Proposals. Respondents shall not submit Proposals by facsimile or other methods of electronic communication. The County will not accept Proposal documents electronically.
- (5) The County may, for the purpose of convenience, request an electronic copy of the Proposal after the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the hard copy of the Proposal, as submitted, the hard copy shall govern.
- (6) The Form of Proposal must be signed and witnessed by responsible officers of the Respondent and the company must be clearly identified. All unit prices must be clearly indicated and all extension and lump sum prices written in figures. The Proposal must not be restricted by a statement added to the Proposal form or by a covering letter, unless otherwise provided herein.
- (7) Adjustments by mail, fax or e-mail to a Proposal already submitted will not be considered unless requested by The County for clarification purposes.
- (8) Proposals must not be restricted by adding any statements, or by a covering letter, or by alteration to the printed words of the Proposal as supplied unless otherwise provided herein.
- (9) Proposals must be legible, written in ink, or type written. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strike-outs which are not initialized by

the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included.

- (10) Respondents must be prepared, if requested by the County, to make a presentation or arrange a site visit to the Service Providers site(s). This presentation and or site visit, as requested, will form part of the final award evaluation. The County will not be liable for any costs incurred by the bidder for such presentation/site visit.

7.2 Late or Unsigned Proposals

Proposals received after the official closing time will not be considered during the Selection process and will be returned unopened to the respective Respondent. All Proposals must contain a recognized company signature authorized to bind the Proposal.

7.3 Withdrawal of Proposals

A Respondent may withdraw its Proposal only by giving written notice before the Submission Deadline to the Purchasing Supervisor. The County shall return, unopened, a Proposal that has been withdrawn in accordance with this RFP.

Respondents may not withdraw their Proposals after the official opening session.

7.4 Amendment of Proposals

Respondents may amend their Proposals after submission but only if the Proposal is amended and resubmitted before the Submission Deadline in accordance with the following:

- (a) the Respondent shall withdraw its original Proposal by notifying the Purchasing Supervisor in writing; and
- (b) the Respondent shall submit a revised replacement Proposal in accordance with the RFP Documents and no later than the Submission Deadline.

7.5 Proposal Irrevocability

Subject to the Respondent's right to withdraw before the Submission Deadline, the Respondent's Proposal shall be irrevocable and shall remain in effect and open for acceptance for the number of days set out in Section 1.3 (3) after the Submission Deadline (the "Proposal Validity Period").

7.6 One Proposal per Respondent

- (1) A Respondent shall submit only one Proposal either individually or as a participant in a joint venture.
- (2) No person or entity shall be a subcontractor of a Respondent while submitting a Proposal individually or as a participant in a joint venture in the same RFP Process.
- (3) If a Respondent submits or participates in more than one Proposal, the County may, in its sole discretion, disqualify all of the Proposals submitted by the Respondent or in which the Respondent is a participant.

SECTION 8 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

8.1 Processing of Proposals

- (1) On receipt by the County Purchasing Department of a properly sealed envelope delivered by or on behalf of a Respondent, County Purchasing staff will mark the envelope as to the time and date of receipt and the envelope will be retained unopened until the opening of Proposals.
- (2) The sealed envelopes containing Proposals will be opened in public, for registration purposes only.
- (3) The County Purchasing Supervisor may clarify any aspect of a Proposal with the Respondent at any time after the Proposal has been opened. Any such clarification will not alter the Proposal and will not be constituted as a negotiation or renegotiation of the Proposal. The Corporation of the County of Hastings is not required to clarify any part of a Proposal. Any clarification of a Proposal by a proponent shall not be effective until confirmation has been delivered in writing.
- (4) The County may make all necessary corrections to any Proposal which is in error through addition or extension, the corrected value prevailing.
- (5) The County retains the right to select any Proposal for purposes that are in the best interests of and for the best value for the Corporation and/or to select parts of various Proposals or to reject all proposals for budgetary or other reasons that are in the best interests of and for the best value for the County.

8.2 Evaluation Team

The County will establish an evaluation team for the purpose of evaluating Proposals (the "Evaluation Team").

8.3 Establishing a Short-List, Interviews and Site Visits (if required)

Interviews of Short-listed Respondents will be carried out by the Evaluation Team or a sub-group of the Evaluation Team.

- (1) Interviews of Short-listed Respondents (to be determined by the County) will be carried out by the Evaluation Team or a sub-group of the Evaluation Team. The Evaluation Team will score each Short-listed Respondent based on the quality of the Respondent's interview (the "Interview Score").
- (2) The County may, in its discretion, carry out site visits. Site visits will be carried out by the Evaluation Team or a sub-group of the Evaluation Team. If site visits are carried out, the Evaluation Team will establish scores for each site visit (the "Site Visit Score"). As a matter of convenience, a County may elect to conduct an Interview and Site Visit on the same day.

8.4 County Discretion in Determining Compliance, Ranking and Short-listing

- (1) The County shall determine, in its sole discretion,
 - (a) the membership of the Evaluation Team;
 - (b) whether a Proposal is in compliance with the RFP Documents;

- (c) whether a failure to comply constitutes a material deviation or reservation.
 - (d) the Project Requirements Score of a Proposal;
 - (e) which Respondents and how many Respondents, based on the evaluation process, will be Short-listed Respondents;
 - (f) the Interview and Site Visit Scores of a Respondent (if required);
 - (g) the Price Score of a Proposal;
 - (h) the rankings of the Proposals; and
 - (i) whether a Proposal or a Respondent,
 - (i) is disqualified; or
 - (ii) will cease to be considered in the evaluation process.
- (2) If this RFP Process was preceded by a prequalification process, the County's discretion in determining compliance, ranking, short listing and disqualification is not limited or restricted in any way by the fact that prequalification process has preceded this RFP Process.

8.5 Disqualification

- (1) The County may, in its sole discretion, disqualify a Proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the County if,
- (a) the Proposal is determined to be non-compliant;
 - (b) the Respondent fails to cooperate in any attempt by the County to verify any information provided by the Respondent in its Proposal;
 - (c) the Respondent contravenes RFP Section 3;
 - (d) the Respondent fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
 - (e) the Respondent misrepresents any information and if the Proposal contains false or misleading information;
 - (f) there is evidence that the Respondent, its employees, agents, consultants or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants or representatives in the preparation or submission of Proposals;
 - (g) the Respondent has breached any agreement with the County;
 - (h) the Respondent has been convicted of an offence in connection with, or any services rendered to the County or any Ministry, Agency, Board or Commission of the Government of Ontario;

- (i) the Respondent has breached an agreement for services similar to the ones requested under this RFP; or
 - (j) the Respondent has been convicted of a criminal offence within the last three years.
- (2) If, in the sole discretion of the County, a Proposal does not comply with the requirements set out in the RFP Documents, the County shall, without liability, cost or penalty, eliminate the Proposal and the Proposal shall not be given any further consideration. For purposes of this RFP, "comply" and "compliance" mean that the Proposal conforms to the requirements of the RFP Documents without material deviation or reservation. A "material deviation or reservation" is one,
 - (a) that affects in any substantial way the scope, quality or performance of the Services under the Agreement arising from the RFP Process; or
 - (b) that results in a material component of a requirement set out in the RFP Documents not being complied with.
- (3) The Respondent's submission of a poor quality Proposal shall not be considered a failure to comply but will affect the Respondent's Evaluation Score.
- (4) The County shall consider the Respondent's complete omission of any Section of the Proposal a failure to comply.
- (5) For the purpose of clarity, each Respondent acknowledges and agrees that the County's evaluation of compliance with the RFP Documents is not an evaluation of absolute compliance and that the County may waive failures to comply that, in the County's sole discretion, do not constitute a material deviation or reservation in accordance with RFP Section 8.5.(2).

SECTION 9 - EVALUATION AND SCORING

9.1 Establishing a Final Proposal Score

- (1) For the purpose of the evaluation process, the weightings and scoring shown in the Evaluation Scoring Matrix, Section 9.2 shall apply with respect to the Respondent's Proposal, the interview and, if applicable, the site visit:
- (2) The score established based on RFP Section 9.2 shall be the Final Proposal Score. If the Respondent is required to submit a price for two Volume Scenarios, the County will establish a Final Proposal Score for each Scenario.

9.2 Evaluation Scoring Matrix

#	CRITERIA	WEIGHTING
1.	Company Profile: Years in Business, References Financial Credentials, Past Related Performance	15%
2	Technical: Qualifications, Experience Corporate or Individual Industry Recognition, Certifications, Awards or Accreditation	10%
3	Quality: Proposal Content Resources, Communication & Reporting, Proposal Presentation & Methodology Identification of Building Constraints & Opportunities	10%
4	Accessibility for Ontarians with Disabilities Act In compliance with the Accessibility for Ontarians with Disabilities Act, 2001, c.32, section 13	5%
5	Pricing and Related Costs (Commission) Prices quoted in Canadian Dollars to include all costs.	60%

9.3 Ranking the Proposals

- (1) The Evaluation Team will rank all qualified Proposals; and
- (2) The Evaluation Team will open and score the Price Envelope of Proposals after the completion of evaluating and scoring Criteria in Section 9.2., items #1, 2, 3 and 4 The County reserves the right to select the Proposal with the highest score or as required, determine the best overall value for the County.

9.4 Non Sustainable Price

Notwithstanding anything else to the contrary in this RFP, if the County, in its sole discretion, acting reasonably, is of the opinion that a Respondent has submitted a Price that is too low to be sustainable and to ensure the delivery of Services in accordance with the Draft Agreement, the County may decline to award any volume to that Respondent.

SECTION 10 - RIGHTS OF THE COUNTY TO ACCEPT OR REJECT PROPOSALS

10.1 Default Under Project

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

- (1) The County may, in its sole discretion and at any time during the RFP Process,
 - (a) reject any or all of the Proposals;
 - (b) accept any Proposal;

- (c) if only one Proposal is received, elect to accept or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP Process or any other aspect of this RFP; and
 - (f) cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.
- (2) If the County determines that all or the majority of Proposals submitted are non-compliant, the County may,
- (a) take any action in accordance with RFP Section 10 (1); or
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their Proposals for re-submission, without a change in their Price Sections.
- (3) The County shall not be liable for any expense, cost, loss or damage occurred or suffered by any Respondent, or any person connected with any Respondent, as a result of any action referred to in RFP Section 10 (1) or 10 (2).

SECTION 11 - AGREEMENT FINALIZATION AND DEBRIEFING

11.1 Agreement Finalization

The County will notify each Successful Respondent, in writing, that it has been selected as a Successful Respondent. At the time the Successful Respondents are notified, the Successful Respondents and the County shall enter into discussions to finalize the Agreements.

- (1) After the selection of the Successful Respondent, if any, the County may finalize the terms and conditions of the Agreement with the Successful Respondent, and, as part of that process, may, in its sole discretion, negotiate changes, amendments or modifications to the Successful Respondents' Proposals or the Draft Agreement.
- (2) Unless the County initiates negotiations, each Successful Respondent shall sign the Agreement in substantially the same form and substance as the Draft Agreement, Section 12.
- (3) Each Successful Respondent shall, no later than ten Business Days after receipt of the Agreement or such later date as may be specified in written notice given by the County.,
 - (a) enter into and execute the Agreement; and as applicable
 - (b) submit to the County Certificates of Insurance or as stated in Section 5 which,
 - (i) references the Agreement by name;
 - (ii) confirms that the requirements set out in the Agreement have been met;
 - (iii) sets out any pertinent exclusions contained in the policy or policies; and

- (iv) is otherwise acceptable to County.
- (4) If a Successful Respondent fails or refuses to enter into and execute the Agreement and provide the documentation in accordance with RFP Section 11.3 (3), the County may, in its sole discretion, take anyone or all of the following actions:
 - (a) terminate all discussions to enter into the Agreement with that Successful Respondent and cancel its identification of a Respondent as a Successful Respondent;
 - (b) select another Respondent to enter into the Agreement;
 - (c) pursue any other remedy available to the County under the Applicable Law.
- (5) The County may, in its sole discretion, cancel its decision to enter into an Agreement with a Successful Respondent if,
 - (a) a change in the joint venture arrangements or ownership structure of the Successful Respondent has occurred which has not been approved by the County in accordance with RFP Section 4.2; or
 - (b) any other material change has occurred with respect to the Successful Respondent's Proposal.

11.2 Notification If Successful Or Not

The Successful Respondents and unsuccessful Respondents shall be notified by the County in writing as to their success or failure in the RFP Process.

11.3 Debriefing of Unsuccessful Respondents

- (1) The County shall, at the request of a Respondent, carry out information sessions with the unsuccessful Respondent to explain the County's evaluation of the Respondent's Proposal (the "Debriefing Sessions").
- (2) The scheduling of the Debriefing Sessions shall be determined by the County. Unless otherwise determined by the County, Debriefing Sessions shall not be held until after the execution of Agreements by Successful Respondents but shall be held no later than 28 days after the execution of the last Agreement executed under this RFP Process.

SECTION 12: SAMPLE AGREEMENT

THE CORPORATION of THE COUNTY OF HASTINGS

AGREEMENT made this _____ day of _____, 2003.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF HASTINGS

(Hereinafter referred to as the "County")

-and-

(Hereinafter referred to as the “**Contractor**”)

WHEREAS the County wishes to retain the services of the Contractor to provide the services hereinafter set out;

THEREFORE, in consideration of the mutual promises, covenants and agreements set out in this Agreement, the County and the Contractor agree to the following:

1. **PROVISION OF SERVICES**

- (a) The Contractor agrees that it will provide the County with the following services:
Insert relevant information (referred to as the **Service**) to the County in accordance with the following:
 - (i) this Agreement;
 - (ii) <<enter other conditions, term options/renewals >>
 - (iii) Schedule A: RFP XXXX
 - (iv) Schedule B: Addendum #.....
 - (v) Schedule C: Proposal
 - (vi) Schedule D: Price
- (b) The Contractor warrants to provide all services under this Agreement in a diligent fashion and with a high degree of professional competence;
- (c) The Contractor shall not assign this Agreement nor retain any other person to perform or assist with the provision of the services hereunder without the express written consent of the County;
- (d) The County and the Contractor agree that this is not an exclusive Agreement and that the Contractor may provide services elsewhere provided that there is no interference with the Contractor’s obligations under this Agreement and that there is no direct or indirect conflict of interest of any kind between the services to be provided by the Contractor under this Agreement and other services which may, from time to time, be provided by the Contractor elsewhere;

2. **FEE FOR SERVICES**

- (a) The County agrees to pay the Contractordollars (\$.....) per hour, inclusive of applicable provincial and goods and services taxes for the services described in paragraph 1(a) for up to thirty-five (35) hours per week as determined by the County;
- (b) The fee for services provided under this Agreement are inclusive of all goods and services taxes in accordance with applicable federal legislation. The Contractor shall promptly remit such goods and services taxes to the Receiver General as may be required from time to time. If required to do so, the Contractor shall provide the County with the Contractor’s goods and services tax registration number;
- (c) Payments made by the County to the Contractor shall be made without statutory deductions in respect of, but not limited to, income tax withholdings, Canada pension plan contributions, and employment insurance premiums. Any other remittances in respect of, but not limited to the **Workplace Safety and Insurance Act** and the Employer Health Tax remittances are the sole responsibility of the Contractor. The

Contractor accepts the responsibility for paying all applicable payments under any federal or provincial law with respect to the services provided under this Agreement;

- (d) The Contractor agrees to indemnify and save the County harmless with respect to any claims (including penalties and interest as well as any costs or expenses incurred in defending such claims or demands) made against the County concerning such withholdings, or the failure of the Contractor to make proper remittances;
- (e) The Contractor shall keep a daily record of hours spent by it for the provision of the services and shall submit an invoice every two (2) weeks to the County. Upon written request the Contractor shall provide the County with a copy of the record of hours, to be delivered to the County within one (1) week of such request;
- (f) The Contractor shall also invoice the County for transportation costs at the rate prescribed by the County, from time to time, which rate shall reflect County policy respecting mileage allowance. Claims for transportation costs shall be submitted on each invoice as such costs are incurred by the Contractor;

3. **NATURE OF RELATIONSHIP**

The County and the Contractor acknowledge and agree as follows:

- (a) The relationship of the Contractor to the County is that of independent contractor;
- (b) The Contractor is not an employee of the County and shall not make any representations to the contrary;
- (c) Nothing in this Agreement shall be construed so as to make the Contractor an employee of the County or to impose any liability as Employer or employee, as the case may be.

4. **CONFIDENTIAL INFORMATION**

The Contractor acknowledges that the services under this Agreement are for the benefit of the County and agrees that the Contractor shall have no right, title or interest in any records and/or information obtained by the Contractor in the course of the provision of services under this Agreement. The Contractor further agrees that during this agreement and after its termination for any reason, the Contractor shall not divulge to others or use for the Contractors benefit, or the benefit of others, confidential information which may be acquired in the course of providing services under this Agreement. Upon the termination of this Agreement for any reason, the Contractor shall immediately deliver to the County any records, confidential information, and/or any other property obtained by the Contractor pursuant to this Agreement;

5. **LIABILITY INSURANCE**

- (a) The Contractor agrees to indemnify and save the County harmless with respect to any claims or demands made by any third parties against the Contractor and the County arising out of the provision of services under this Agreement by the Contractor;
- (b) The Contractor shall secure and maintain during the term of this Agreement, third party liability insurance in the amount of \$_____.00 indemnifying the County against any claims which may be made against the Contractor or the County arising out of the provision of services under this Agreement by the Contractor;

6. **SEVERABILITY**

- (a) If in any legal proceedings it is determined that any section, paragraph or sub-paragraph of this Agreement is invalid or unenforceable, it will be deemed to be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement will, in every other respect, continue in full force and effect;
- (b) The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part of any provision hereof;

7. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Contractor and the County. There are no other Agreements, understandings, representations or warranties, either collateral, oral or otherwise;

8. **TERM**

- (a) This Agreement for services will be effective from _____ to _____, unless terminated earlier pursuant to paragraph (b);
- (b) The parties agree that this Agreement may be terminated for any reason by either party upon _____ weeks' notice, immediately upon mutual agreement, or by the County at any time, without notice if the Contractor is in breach of any of the provisions of this Agreement;

9. **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario;

10. **NOTICE**

- (a) Any notice required or permitted to be given to the Contractor shall be sufficiently given if personally delivered to the Contractor or, if mailed, by registered letter to the Contractor's address as follows:

[here insert address]
- (b) Any notice required or permitted to be given to the County shall be sufficiently given if personally delivered to the Director of Human Resources or, if mailed, by registered mail to the County's offices at:

Corporation of the County of Hastings
235 Pinnacle Street, Postal Bag 4400
County Administration Building
Belleville, ON K8P 3A9

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective signatures by the hands and seals of their duly respective authorized officers:

IN WITNESS WHEREOF this Agreement has been signed on behalf of The Corporation of The County of Hastings and the Consultant by their respective signing officers.

SIGNED, SEALED AND) **THE CORPORATION OF THE COUNTY OF HASTINGS**
in the presence of)

(Seal/Witness)

) per:
)
) Name: _____
) Ron Emond
) Title: _____
) Warden
) Signature: _____
) I have the authority to bind the Corporation
)
) Date: _____
)

(Seal/Witness)

) Name: _____
) Jim Pine
) Title: _____
) Chief Administrative Officer
) Signature: _____
) I have the authority to bind the Corporation
)
) Date: _____
)

SIGNED, SEALED AND
in the presence

(Seal/Witness)

) COMPANY NAME
) per:
)
) Title: _____
)
) Signature: _____
) I have the authority to bind the Corporation
) Date: _____
)

APPENDIX 1: FORM OF PROPOSAL (page 1 of 7)

I/We the undersigned after having read the Request for Proposal, terms, conditions and specifications, do hereby offer comprehensive building energy management plan and audits for The Corporation of The County Of Hastings, as detailed herein:

Appendix I forms part of the RFP Submission Form and shall be included with the Proposal submission and must be signed and dated below. Failure to submit Appendix I: Form of Proposal and Appendix II Proposal Submission Form may result in disqualification of a Proposal at the sole discretion of the Corporation of the County of Hastings and the Hastings County Housing Programs Branch.

NOTE: All applicable Provincial, Municipal and G.S.T. taxes are to be included in the quotation.

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR 25 STATION STREET BANCROFT, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS BUILDING IS A 2 STORY 88 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR 27 WELLINGTON STREET MADOC, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS BUILDING IS A 2 STORY 15 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR 47 WELLINGTON STREET MADOC, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS BUILDING IS A 2 STORY 21 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

APPENDIX 1: FORM OF PROPOSAL (page 2 of 7)

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
23 McCAMON AVENUE TWEED, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 41 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
43 MATTHEW STREET MARMORA, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 30 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
315 EDMON STREET DESERONTO, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 35 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
204 CHURCH STREET STIRLING, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 24 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

APPENDIX 1: FORM OF PROPOSAL (page 3 of 7)

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
40 MILL STREET FRANKFORD, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 15 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
21 ALBERT ROAD FRANKFORD, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 20 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
236 DUNDAS STREET EAST TRENTON, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 22 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
24 CRESWELL DRIVE TRENTON, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 11 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

APPENDIX 1: FORM OF PROPOSAL (page 4 of 7)

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
247 WEST BRIDGE STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS)
(THIS BUILDING IS A 4 STORY 81 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
245 WEST BRIDGE STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS)
(THIS BUILDING IS A 2 STORY 81 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
25 WELLINGTON CRESCENT BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS)
(THIS BUILDING IS A 2 STORY 81 SINGLE APARTMENT BUILDING)

(NOTE: ALL TOILETS HAVE BEEN REPLACED WITH LOW FLUSH IN THIS BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
5 TURNBULL STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS
BUILDING IS A 2 STORY 37 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

APPENDIX 1: FORM OF PROPOSAL (page 5 of 7)

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR 7 TURNBULL STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS BUILDING IS A 2 STORY 45 SINGLE APARTMENT BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR 485 EAST BRIDGE STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) APARTMENTS) (THIS BUILDING IS A 3 STORY 82 SINGLE APARTMENT BUILDING)

(NOTE: ALL TOILETS HAVE BEEN REPLACED WITH LOW FLUSH AND ALL PUBLIC AREA LIGHT FIXTURES HAVE BEEN UPGRADED TO T 8 OR COMPACT FLUORESCENT BULBS IN THIS BUILDING)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

FAMILY PROPERTIES:

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR # 1 TO # 20 - MARSH DRIVE BELLEVILLE, ONTARIO: (INCLUDING THREE (3) UNITS) (THIS PROPERTY HAS 20 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR # 120 A TO # 130 F - NORTH PARK STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) UNITS) (THIS PROPERTY HAS 39 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

APPENDIX 1: FORM OF PROPOSAL (page 6 of 7)

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
228 A TO # 238 G - PINE STREET BELLEVILLE, ONTARIO: (INCLUDING THREE (3) UNITS)
(THIS PROPERTY HAS 57 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
271 TO # 291 - MOIRA STREET, # 2 TO # 52 - ELGIN STREET AND # 2 TO # 34 - TRIPP AVENUE
BELLEVILLE, ONTARIO: (INCLUDING THREE (3) UNITS)
(THIS PROPERTY HAS 54 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE BUILDING ENERGY MANAGEMENT PLAN FOR
1 TO # 13 – KENT STREET AND # 1 TO # 28 – YORK STREET TRENTON, ONTARIO:
(INCLUDING THREE (3) UNITS) (THIS PROPERTY HAS 35 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

TOTAL COST TO PROVIDE A COMPREHENSIVE ENERGY MANAGEMENT PLAN FOR
23 TO # 70 – GOULD STREET TRENTON, ONTARIO: (INCLUDING THREE (3) UNITS)
(THIS PROPERTY HAS 36 ROW HOUSE UNITS)

LABOUR & MATERIAL: \$ _____

GST: \$ _____

TOTAL: \$ _____

GRAND TOTAL: \$ _____

(GRAND TOTAL AMOUNT TO BE TRANSFERRED TO Appendix II-BID SUBMISSION FORM)

APPENDIX 1: FORM OF PROPOSAL (page 7 of 7)

Total cost to be entered on Appendix II: RFP Submission Form in words and numbers. The Hastings County Housing Programs Branch reserves the right to add or delete any work, based on the unit prices given, subject to availability of funds. Hastings County Housing Programs Branch will not be responsible for any costs or losses in the preparation of this Request for Proposal. It is the Respondents responsibility to visit the site to ensure that all conditions and measurements that exist will be taken into consideration and shall be included into the total price.

WITNESS _____ **SIGNED** _____ **Date:** _____

OR

(Affix Company Seal if applicable)

Firm/Vendor Name: _____

Owner/Representative Name: _____

Title: _____

Signature: _____

Date: _____

(GRAND TOTAL AMOUNT TO BE TRANSFERRED TO Appendix II-BID SUBMISSION FORM)

DOCUMENT MUST BE SIGNED TO BE A VALID

APPENDIX II: RFP SUBMISSION FORM

Hastings County Housing Programs Branch	Request for Proposal RFP#91-08	Closing Date Tuesday October 14 th 2008	Time 10:00a.m. Standard Time
Submitted to: County of Hastings Purchasing Section, 235 Pinnacle Street 2 nd Floor ,Belleville, ON	Work Description: Carry out comprehensive building energy audits for apartment buildings and town houses for various Housing Programs Branch buildings throughout Hastings County.		
Municipal Address P.O. Bag 4400, 235 Pinnacle Street Belleville, Ontario K8N 3A9			

1. I offer to perform the work strictly as required by the Request for Proposal documents with Appendices and Addenda numbered: _____ within _____ days/weeks of the date of receipt of the Contract Order.

(List all Addenda)

For a lump sum fixed price (including all taxes) of \$ _____
_____/100 Dollars (\$ _____)

Please show the amount of Goods and Services Tax (GST) included in above price:(\$ _____)

This Request for Proposal is firm, irrevocable and open to acceptance by the Owner for 90 days from the date of the Request for Proposal closing.

2. I have examined the Request for Proposal documents and have visited the site prior to preparing this Request for Proposal.
3. I have set out any information on subcontractors required by the Request for Proposal documents, any unit prices, any separate prices and any alternatives in the Appendices attached to and forming part of this Request for Proposal.
4. **I certify that:**
- a) I am not party or privy to any deceit to mislead the Owner into accepting this Request for Proposal as a truly competitive Request for Proposal whether to the prejudice, injury or benefit of the Owner;
 - b) The prices contained in this Request for Proposal are quoted in good faith without any collusive arrangement with any other person or entity;
 - c) No other person or entity has any interest in this Request for Proposal or the contract which may arise there from;
 - d) I have no financial interest in any other entity which;
 - i) is or has rendered goods or services to Hastings County Housing Programs Branch
 - ii) is submitting a Request for Proposal for this Work;
 except for the following: _____

Print Full Name:(Apply Corporate Seal if Bidder is a Corporation)		Workplace Safety & Insurance Board Account Number
Address		Insurance Policy No.
City	Postal Code	
Signature	Telephone No.	Fax No.

Dated this _____ day of _____ 2008

NOTE: 1) Where the context requires, words in the singular in this RFP Submission Form and all Appendices shall include the plural.
2) The Respondent shall provide, together with the Respondent's Proposal, at Respondents expense, bid security in the amount set out in section 2.

DOCUMENT MUST BE SIGNED TO BE A VALID

APPENDIX III:**FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under RFP 91-08 to the Corporation of the County of Hastings according to the terms set out in this proposal as well as in the RFP including the requirement for an acceptance by a formal Agreement acceptable to the Corporation of the County of Hastings. I also agree that the 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 _____ **SIGNED** _____ **Date:** _____

OR

(Affix Company Seal if applicable)

Firm/Vendor Name: _____

Owner/Representative Name: _____

Title: _____

Address: _____

City/Province: _____

Postal Code: _____

Telephone #: _____

Fax #: _____

E-mail: _____

DOCUMENT MUST BE SIGNED TO BE A VALID

APPENDIX IV:

REFERENCE FORM

Note: The REFERENCE FORM must be returned with the RFP Proposal.

Requirements: (i) References for delivery/supply of similar project scope or magnitude.
(ii) Minimum of three (3) references required.

1. COMPANY NAME:

CONTACT: _____

TITLE : _____

PHONE #: _____

2. COMPANY NAME:

CONTACT: _____

TITLE : _____

PHONE #: _____

3. COMPANY NAME:

CONTACT: _____

TITLE : _____

PHONE #: _____

Approval to Contact References:

Respondent's Name & Title (Please Print)

Authorized Signature **Date**

DOCUMENT MUST BE SIGNED TO BE A VALID

APPENDIX V: GENERAL INSTRUCTIONS & RESPONDENTS INSTRUCTIONS HASTINGS COUNTY HOUSING PROGRAMS BRANCH

PART 1: GENERAL INSTRUCTIONS

1.1 INITIAL ON-SITE MEETING

- .1 Contractors will be notified by the Housing Programs Branch as to the time and place of the Initial On-Site Meeting.
- .2 Housing Manager (or his designate) will provide the Contract Order and one (1) set of Contract Documents to the Contractor.
- .3 Contract Supervisor will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.
- .4 Contract Supervisor will convene meetings during the term of the contract, as agreed to at the Initial On-Site Meeting, or as necessary.

1.2 COOPERATION

- .1 Cooperate with the Housing Programs Branch and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.3 SUPERVISION AND WORKMANSHIP

- .1 Execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent site supervisor who remains in charge until the work is completed.
- .2 Ensure that only skilled and certified tradesmen are employed.
- .3 Repair, replace or otherwise make good all unacceptable work.
- .4 Be responsible for loss or damage to materials or equipment.

1.4 CONTRACT MANAGEMENT

- .1 Contract management will be coordinated by the Housing Programs Branch.
- .2 Contract Supervisor will be named on the Contract Order.

1.5 USE OF SITE FACILITIES

- .1 Furnish all labour, materials, equipment, transportation, storage of tools and any other incidentals required.
- .2 Contractor must provide sanitary services as required at their own expense.

1.6 UTILITIES

- .1 Use the electrical service and water service at the site only as directed by the Contract Supervisor.
- .2 Supply and pay for hoses, extension cords, special wiring or boxes as required.

APPENDIX V: GENERAL INSTRUCTIONS (continued)

HASTINGS COUNTY HOUSING PROGRAMS BRANCH

1.7 UNDERGROUND SERVICES

- .1 Be responsible for all underground locates.
- .2 Be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the execution of the work during the contract period

1.8 HOURS OF WORK

- .1 Work will be carried out between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

1.9 INTERFERENCE

- .1 Maintain normal building operation and traffic flow, with a minimum of inconvenience to residents. In general, no essential services such as electric power and domestic hot water supply are to be interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season. In all cases, previous arrangements are to be made and approval obtained from the Housing Programs Branch.

1.10 PROTECTION

- .1 Provide adequate protection to public and property.
- .2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. from any damages resulting from performing work on this Contract. Any damages to be repaired without cost to the Owner.
- .3 Protect new work from damages from any cause. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of the work.
- .4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

1.11 DAILY CLEAN-UP

- .1 Remove all excess debris and leave areas of work clean.

1.12 FINAL CLEAN-UP

- .1 Clean all areas of work to the satisfaction of the Contract Supervisor.

1.13 COMPLETION DATE

- .1 Services will commence upon award of contract, and shall be carried forward in such a manner to ensure proper completion within the time specified on the contract.
- .2 TIME IS OF THE ESSENCE FOR THE COMPLETION OF THIS CONTRACT

APPENDIX VI:

NOTICE OF "NO-RESPONSE"

It is important to the County to receive a reply from all invited Respondents. There is no obligation to submit a Proposal, however, should you choose not to respond, completion of this form will assist the County in determining the type of goods or services you are interested in Bidding on in the future.

INSTRUCTION

If you are unable, or do not wish to respond to this RFP, please complete the following portions of this form. State your reason for not responding by checking the applicable space(s) or by explaining briefly in the space provided.

PLEASE FORWARD THIS COMPLETED FORM IN A SEALED ENVELOPE IDENTIFYING IT AS CONTAINING "NOTICE OF NO-RESPONSE" OR SEND BY FAX TO THE Purchasing Supervisor, County of Hastings, preferably prior to the Official Closing Date.

1. Unable to quote competitively _____
2. Cannot handle due to present work load _____
3. We do not manufacture/supply this commodity _____
4. We do not manufacture/supply to this specification _____
5. Project/Quantity/Job too large _____
6. Project/Quantity/Job too small _____
7. Cannot meet delivery/completion requirements _____
8. Licensing restrictions _____
9. Agreements with distributors/dealers do not permit
us to sell direct _____
10. Other reasons/additional comments: _____

Do you wish to be invited for similar goods/services in the future? **YES** ____ **NO** ____

Company Name: _____

Signature of Signing Officer : _____

Print Name: _____ Title: _____

Address: _____

City/Province: _____ P.C: _____

Phone: _____ FAX#: _____

E-mail Address: _____

Date: _____

Appendix VII: MAILING LABEL

The Corporation of the County of Hastings

P.O. Bag 4400
235 Pinnacle Street (Second Floor)
Belleville Ontario
K8N 3A9

C/O PURCHASING DEPARTMENT
Patricia McAllister, Supervisor

“CONFIDENTIAL”

County of Hastings RFP 91-08 Building Audits

Note:

Should you decide to use your own return label in lieu of the label provided above, the front of your envelope must indicate **ALL** of the above information shown on the above label.

The Corporation of the County of Hastings cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

If you have any questions, feel free to contact the Purchasing Section at bids@hastingscounty.com