



County of Simcoe
Procurement, Fleet
and Property
1110 Highway 26,
Midhurst, Ontario L9X 1N6

Main Line (705) 726-9300
Toll Free (866) 893-9300
Fax (705) 720-1078
simcoe.ca



REQUEST FOR PROPOSAL RFP No. 2024-115

FOR:

Supply and Installation of a Modular Affordable Housing Development

The Corporation of the County of Simcoe is requesting Proposals for the above opportunity.

IMPORTANT DATES	
RFP Published:	November 8, 2024
Mandatory Site Meeting:	November 18, 2024 at 11:30am
Questions Deadline:	November 28, 2024 at 4:00 PM
Submission Deadline:	December 10, 2024 at 2:00 PM
Anticipated Award:	January 2025

THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

Proposals will only be considered when received electronically by the Closing Date and Time (Submission Deadline) specified above. Proponents are advised that technical issues may arise and can impact your submission. Proponents are encouraged to submit your Proposal 48 hours prior to the Closing Date and Time.

IMPORTANT: Vendors or potential vendors submitting Proposals are not permitted to use the County of Simcoe brand identification on their submissions. The use of the County logo obtained from any source including the County of Simcoe website is not permitted.



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1. DEFINITIONS

- 1.1. **“Addenda or Addendum”** means a document issued through the Bidding System that amends the original Request for Proposal.
- 1.2. **“Alternative Proposal”** means an alternate item identified by the County or proposed by a Proponent to perform work or provide goods or services in response to the opportunity. Proposed price(s) for alternative items may be stated as an addition, a deduction, or no change to the Base Price. Alternative Proposals are not included in the Base Price.
- 1.3. **“Base Price”** means the amount stated in a Proponents Proposal as the sum for which the Proponent offers to provide the goods or services or perform the Work.
- 1.4. **“Bidding System”** means the electronic bidding system called “bids&tenders™” that the County uses to post competitive procurement opportunities and receive Proposal submissions.
- 1.5. **“Bidding System Vendor Account”** means the company or individual vendor profile account created in the Bidding System which will be the means of how the company or individual will be notified when any information has been posted in the Bidding System with respect to a procurement opportunity.
- 1.6. **“Business Day”** means any day from Monday to Friday inclusive, except statutory or civic holidays observed in Midhurst, Ontario.
- 1.7. **“Closing Date or Closing Date and Time”** means the deadline by which Proposal submissions must be received in the Bidding System.
- 1.8. **“County or County of Simcoe”** means The Corporation of the County of Simcoe.
- 1.9. **“General Terms and Conditions”** means the County’s standard contracting terms and conditions as set out in Section 5 of this Request for Proposal, together with any modifications and/or additions made by the County, in its sole discretion.
- 1.10. **“Member Municipalities”** means the cities, towns and townships that comprise the County of Simcoe, and may make purchases for additional vehicles under the same terms and conditions of this Contract.
- 1.11. **“Optional (Separate) Item”** means an item describing goods or services that have been offered by the Proponent for consideration by the County, and may or may not be purchased under the Contract. Optional Item pricing is not included in the Base Price but may be added to the Contract either at the time of Contract execution or through a Contract amendment.
- 1.12. **“Plan Taker or Registered Plan Taker”** means any entity that has registered for

this Request for Proposal through the Bidding System, bids&tenders™.

- 1.13. **“Proponent”** means any party that submits a submission to a Request for Proposal and is a Registered Plan Taker in the Bidding System, bids&tenders™
- 1.14. **“Proposal”** means a digitally signed submission in response to the Request for Proposal, including any alterations expressly authorized hereunder, submitted by a Proponent.
- 1.15. **“Provisional Item”** means an item describing work that may be required under the Contract. The necessity and/or actual quantities of these items will be determined by the County as work progresses. Should any Provisional Items be required, the Proponent will be compensated on the basis of the proposed price(s). In the event that any or all of these items are not required, the item(s) shall be deleted from the Contract and there shall be no compensation for the item(s) or claim for loss of related profits. Proposed price(s) for Provisional Items will be added to the Base Price to form the Contract price.
- 1.16. **“Request For Proposal (RFP)”** means this Request for Proposal issued by the County of Simcoe under its Bidding System.
- 1.17. **“Selected Proponent”** means the Proponent(s) whose Proposal has been selected by the County for further consideration.
- 1.18. **“SCHC”** means the Simcoe County Housing Corporation
- 1.19. **“Sub-Contractor”** means a person, partnership or corporation having a direct contract with Proponent and whom the Proponent proposes will perform part or parts of the Work or to supply products to the Works.
- 1.20. **“Successful Proponent”** means the Proponent whose Proposal has been accepted by the County; the Successful Proponent is referred to in the Contract as the Contractor.
- 1.21. **“Proposal”** means a digitally signed submission in response to the Request for Proposal, including any alterations expressly authorized hereunder, submitted by a Proponent.
- 1.22. **“Works”** means all goods and services including design, construction, supply & delivery, set-up of a low-rise a multi-residential modular building and all requirements stated in the Contract and includes all related works and services including but not limited to the supply of all vehicles, equipment, labour, supervision, materials, facilities, services, permits, license and approvals required to complete the obligations outlined in the Contract.

2. OPPORTUNITY OVERVIEW



LOCATION AND DESCRIPTION OF WORK:

The Simcoe County Housing Corporation is requesting Proposals for the design and construction of a Modular Affordable Housing Development.

The Work includes the supply and construction of a multi-residential modular building for affordable rental housing on a 0.304-hectare (0.75 acre) parcel of land provided by the Town of Collingwood. The lands known as 29 and 45 Birch Street are located south of First Street in close proximity to the Town's commercial and mixed use areas, and allows for an attractive streetscape and good connectivity to transit and commercial amenities.

The Simcoe County Housing Corporation (SCHC) will use a Design-Build project delivery method for the Works. Construction documents, design drawings, and specifications must align with the 2024 Ontario Building Code, CSA B651:23 and B652:23, CSA A277-certified, (if applicable), applicable Town of Collingwood bylaws, and for Rick Hansen Foundation (RHF) Accessibility Certification. The RHF certification process to be completed by the Proponent.

Target Milestones:

Phase 1: Draft Site Plan and Schematic Design submitted to County by **February 28, 2025**;

Phase 2: Design Development completed by **March 31, 2025**;

Phase 3: Construction Shop Drawings and Specifications completed by **June 30, 2025**;

Phase 4: Construction/Administration completed by **December 1, 2025**; and

Phase 5: Commissioning, Occupancy and Post-Construction

- Occupancy by **December 31, 2025**
- Post-construction completed by **April 30, 2026**.

The Contractor is required to enter into a CCDC14 – 2013, Design Build Stipulated Price Contract with the Simcoe County Housing Corporation

Note: Pending Council approval, it is expected that the Proponent will complete the project and obtain occupancy by December 31, 2025. The Design-Build contract award will take place in early 2025.

GENERAL INFORMATION:

Owner(s) Name:	The Simcoe County Housing Corporation
Mandatory Site Visit Requirement:	Yes
Contract Start Date:	January 2025
Contract End Date:	April 30, 2026
Optional Contract Extension:	Not Applicable

INSURANCE:



Insurance Amounts:	General Liability: As per CCDC 41-2020
	Automobile: As per CCDC 41-2020
Parties to be included as Additional Insured:	The Corporation of the County of Simcoe, Simcoe County Housing Corporation, The Town of Collingwood
HEALTH AND SAFETY:	
Current WSIB Clearance Certificate:	Required
Contractor Health and Safety Policy:	Required
Contractor Health and Safety Program:	Required
WSIB Workplace Injury Summary Report (WSIR); within last 90 days:	Required
Health and Safety Staff Training Records:	Required
Health and Safety Staff Training Program:	Required
COR / ISO 45001 Certification:	Not Required
PROPOSAL SECURITIES:	
Proposal Security:	Required (10% of Bid Price)
Agreement to Bond:	Required
Performance Bond:	50%
Labour and Materials Payment Bond:	50%
HOLDBACKS:	
Statutory Holdback:	10%
Maintenance/Deficiency Holdback:	3%
IRREVOCABILITY:	
Irrevocable Period	Ninety (90) days



3. SUBMISSION INSTRUCTIONS

3.1 SCHEDULE OF EVENTS

RFP Published:	November 8, 2024
Mandatory Site Meeting:	November 18, 2024 at 11:30am
Questions Deadline:	November 28, 2024 at 4:00 PM
Submission Deadline:	December 10, 2024 at 2:00 PM
Anticipated Award:	January 2025

3.2 MANDATORY SITE VISIT

3.2.1 Time and Place

A mandatory site visit is required in order to ascertain the Work requirements and site restrictions and has been scheduled for **November 18, 2024 at 11:30am** at 29 and 45 Birch Street., Collingwood, ON. Proponents should have the appropriate staff in attendance to be familiar with all site conditions. Subcontractors and suppliers may attend at their discretion.

Proponents who do not attend the mandatory site meeting shall not be permitted to submit a response to this Request for Proposal.

3.3 REGISTRATION

All Proponents shall have a Bidding System Vendor Account and shall be a Registered Plan Taker for this procurement opportunity. Registration enables the Proponent to download the Request for Proposal document, receive Addenda and other email notifications, and submit their Proposal electronically through the Bidding System. Proponents can register through the link below and then select "Create Account" on the [County's landing page](#).

3.4 BIDDING SYSTEM VENDOR ACCOUNT

When creating or updating a Bidding System Vendor Account the Proponent is encouraged to have additional company contacts create their own login to the Bidding System. This will permit your invited additional company contacts to manage (register, submit, edit, and withdraw) Proposals for which your company is a Registered Plan Taker.

3.5 SUBMISSION PROCESS

Proponents shall submit all Proposals through the County's Bidding System prior to the Closing Date and Time at <https://simcoecounty.bidsandtenders.ca>.

Proposals submitted by any other method will not be accepted.



Proposals will not be accepted after the official Closing Date and Time.

3.5.1 Request for Proposal Document Contents

It is the Proponent's responsibility to ensure that documents related to this Request for Proposal opportunity have been downloaded from the County's Bidding System and reviewed.

This Request for Proposal document consists of the following sections. If any item is missing please request assistance through the Bidding System by clicking the "Submit a Question" button online.

- Cover Page
- Table of Contents
- Definitions
- Opportunity Overview and Invitation
- Submission Instructions
- Terms of Procurement Process
- Definitions of the Contract
- General Terms and Conditions
- Supplemental Terms and Conditions
- Scope of Work
- Schedule A – Modular Requirements
- Schedule B - Town of Collingwood Reference Materials

Proposals shall not be restricted by any statements, or by a covering letter, or by alterations to the forms provided.

All communications, correspondence, enquiries, and Proposals must be in English. Non-compliance may result in disqualification.

All Proposals will be electronically opened through the Bidding System and will not be opened in person.

In the case of entries made on documents to be uploaded into the Bidding System, content shall be clear and legible and shall be made according to any instruction in this Request for Proposal. Entries must be made for unit price, lump sum, extensions and totals as appropriate.

3.5.2 Document Format



Proponents are advised their Proposal should:

- Include a Table of Contents and numbered pages in the Submission
- Font should be a minimum of 12 point
- Technical submissions shall be limited to fifty (50) pages maximum (excludes any separate uploads as required within this RFP document)
- All relevant information to the evaluation, other than separate uploads, shall be included in the maximum page count.

3.6 TECHNICAL SUPPORT

The County of Simcoe is utilizing the bids&tenders™ digital submission service for Proposal submissions. Please contact bids&tenders™ at support@bidsandtenders.ca or call 1-800-594-4798 for technical questions related to your submission.

Proponents who require training on the Bidding System are encouraged to contact bids&tenders™ a minimum of five (5) days prior to the closing date of the Proposal opportunity.

3.7 BIDDING SYSTEM

Proponents are cautioned that the timing of their Proposal submission is based on when the Proposal is **RECEIVED** by the Bidding System, **not** when a Proposal is submitted by a Proponent, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

Each file has a maximum size of 512MB, which may be subject to change. Proponents will upload each file individually into the Bidding System, unless required to respond directly in the Bidding System.

Files uploaded shall not be password protected or secured and the County must have the ability to print and copy text and images from the Proponents Proposal.

It is the Proponent's sole responsibility to ensure that their uploaded document(s) are not defective, corrupted, or blank and that the documents can be opened and viewed by the County.

You can only upload ONE file into each document upload field. If you upload more than one file into the same upload field, the last file uploaded will overwrite the prior one.

If required, you may combine multiple files into a PDF file before uploading or combine the documents into one zipped file. The combined file or zipped folder shall reference the appropriate Request for Proposal section.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and time of the submission are governed by the bids&tenders™ web clock.



Upon successful submission of a Proposal, the Bidding System will send a confirmation email to the Proponent. If you do not receive a confirmation email, contact technical support at bids&tenders™ via email: support@bidsandtenders.ca.

3.8 SAMPLES FOR EVALUATION

Intentionally left blank.

3.9 PRICING SCHEDULE

Pricing shall be entered directly into the Bidding System on the Schedule of Prices.

All Proposals shall be priced in Canadian funds with the Harmonized Sales Tax (HST) excluded.

Proponents shall submit pricing as identified in the Request for Proposal document.

3.10 IRREVOCABLE

All Proposals will be irrevocable for a period of ninety (90) days from the Closing Date and Time for Proposals or until a Contract is signed with the Successful Proponent, whichever comes first.

3.11 CONSIDERATION FOR THE ENVIRONMENT

The County considers the impact on the environment when evaluating Proposals. Proponents are advised to identify environmentally friendly products, services, or business practices (including carbon footprint reduction efforts) in preparation of their Proposal document where applicable.

3.12 SUB-CONTRACTORS

Where requested, the Proponent shall submit a list of proposed Sub-Contractors directly into the Bidding System, showing the value of the work to be sublet to each.

3.13 EXAMINATION OF DOCUMENTS

Each Proponent must satisfy themselves by their own study of the Request for Proposal documents, by completing their own calculations, and where required, by personal inspection of the individual sites respecting the conditions existing or likely to exist in connection with the execution of the Works, and as to the practicability of completing the Work successfully for the proposed price. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this Request for Proposal.

3.14 INQUIRIES, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS

3.14.1 Should the Proponent require clarification as to the meaning of any part of the Request for Proposal documents or should they have questions, the Proponent

shall submit inquiries through the Bidding System by clicking the “Submit a Question” button online. Questions will be recorded and forwarded to the appropriate parties. Questions and answers will be shared with all Proponents via the Bidding System.

- 3.14.2 The County will respond to all inquiries pertaining to this Request for Proposal. Inquiries will be accepted until the posted deadline for questions found in the Request for Proposal details posted online, those received after that date and time shall not receive a response. Records will be retained of all inquiries and subsequent communications to Proponents.
- 3.14.3 Should the Proponent discover any provision in the Scope of Work, specifications or Request for Proposal that is contrary to or inconsistent with any laws or regulations, they shall forthwith report it to the Director of Procurement, Fleet, & Property in writing through the Bidding System, by clicking the “Submit a Question” button online prior to the Closing Date and Time of the Request for Proposal.
- 3.14.4 Should a Proponent find omissions or discrepancies in any of the Request for Proposal documents that the County considers a correction, or if any correction or update to the Request for Proposal document is made, an Addendum will be issued to all Bidders registered for the Request for Proposal.
- 3.14.5 Where extraordinary conditions occur the Request for Proposal Closing Date or Time may be extended. Proponents will be notified by way of an Addendum.
- 3.14.6 No verbal explanation or interpretation by County staff will modify any of the requirements or provisions of the Request for Proposal documents.
- 3.14.7 **IMPORTANT:** This Request for Proposal will only be amended by Addendum. If the County for any reason determines that it is necessary to provide additional information relating to this Request for Proposal, such information will be communicated to all Proponents by one or more Addenda. Such Addenda may contain important information including significant changes to the Request for Proposal. Proponents are responsible for obtaining all Addenda issued by the County.
- 3.14.8 Proponents shall acknowledge receipt of any Addenda when submitting their Proposal through the Bidding System. Proponents shall check a box acknowledging they have read and understood all Addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.
- 3.14.9 Addendum/Addenda will typically be issued through the Bidding System, four (4) days prior to Closing Date and Time.
- 3.14.10 In the event an Addendum is issued within four (4) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the



responsibility of the Proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <https://simcoecounty.bidsandtenders.ca> prior to submitting their Proposal and up until Request for Proposal Closing Date and Time in the event additional Addendums are issued.

3.14.11 In the event an Addendum is issued following the submission of a Request for Proposal, the Bidding System shall WITHDRAW the Proponents Proposal submission and change the Proposal submission to an INCOMPLETE STATUS. It is the Proponents responsibility to acknowledge the Addenda and resubmit the Proposal with changes that are applicable.

3.15 SUBSTITUTIONS / EQUIVALENTS

Intentionally left blank.

3.16 WITHDRAWAL OR ALTERATION OF PROPOSALS

Proponents may edit or withdraw their Proposal Submission prior to the Closing Date and Time. The Proponent is solely responsible to:

- (a) make any required adjustments to their Proposal; and
- (b) acknowledge the Addendum/Addenda; and
- (c) ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than the Request for Proposal Closing Date and Time.

A Proponent who has submitted a Proposal may submit a further Proposal at any time up to the specified Closing Date and Time. The last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent.

No revisions to Proposals are permitted after the Closing Date and Time.

3.17 ALTERNATIVE PROPOSALS

Proponents proposing an alternative to any RFP requirement must clearly substantiate the merit of the alternative. Proposed alternatives must meet the fundamental intent of the requirement.

The County shall accept multiple Proposals from a single Proponent but the County requires each such Proposal to be submitted separately via the Additional Document upload section of the Bidding System. Alternate Proposals shall be identified in the title of the upload as "Alternative A", "Alternative B", etc.

Each alternative Proposal submitted by a Proponent must independently comply with the requirements set out in this RFP. Additionally, the Proponent must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable.



The County reserves the right to determine if an alternative Proposal is acceptable and to delete a proposed price and substitute an accepted Alternative Proposal if in the best interests of the County.

3.18 LATE SUBMISSIONS

Late Proposals cannot be submitted through the Bidding System after the specified Closing Date and Time and therefore will not be considered.

3.19 CONFLICT OF INTEREST

The Proponent warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Proposal. Where the County discovers a Proponent's failure to disclose all actual or potential conflicts of interest, the County may, in addition to any other remedies available, disqualify the Proponent.

3.20 COSTS INCURRED

The Proponent will assume all costs incurred in providing a response to the Request for Proposal and for providing any additional information required by the County of Simcoe to facilitate the process, as well as all costs incurred in any subsequent negotiations. The County of Simcoe reserves the right to discontinue the Request for Proposal process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more Proponents.



4. TERMS OF THE PROCUREMENT PROCESS

4.1 PROCUREMENT BY-LAW

Proposals will be requested, received, evaluated, accepted, and processed in accordance with the County's Procurement By-law. By submitting a submission to this Request for Proposal, the Proponent agrees to be bound by the terms and conditions of such By-law and any amendments from time to time, as fully as if they were incorporated herein. The County of Simcoe Procurement By-law can be viewed online at [County of Simcoe Procurement Policy](#).

4.2 TRADE AGREEMENTS

This procurement is subject to the Canadian Free Trade Agreement (CFTA) and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) where applicable.

4.3 ERRORS AND OMISSIONS

It is understood, acknowledged, and agreed that while this Request for Proposal includes specific requirements and Specifications, and while the County has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information is not represented, warranted, or guaranteed by the County to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the Request for Proposal or the Contract.

4.4 GENERAL TERMS AND CONDITIONS

By submitting a Proposal, each Proponent accepts and agrees to be bound by all of the terms and conditions disclosed in the Request for Proposal and, in particular, the General Terms and Conditions, and Supplemental Terms and Conditions, as applicable. The terms and conditions shall apply to all Work, whether tangible or intangible, and including all products and services, to be provided by the Successful Proponent pursuant to the written Contract (collectively, the "Work"), and all intellectual property rights therein. The terms and conditions form an integral part of the Contract and the County reserves the right to reject, in its sole discretion, any Proposal that does not comply with the terms and conditions.

4.5 ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Simcoe does not bind itself to accept the lowest or any Proposal and reserves the right to reject any or all Proposals in its absolute discretion.

This Request for Proposals shall not be construed as an agreement to purchase the

Works. The County is not bound to enter a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The County will be under no obligation to receive further information, whether written or oral, from any Proponent. Neither the acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license under any federal, provincial or municipal statute, regulation or by-law. The County reserves the right to reject any Proposal(s) from Proponent(s) that are in litigation, arbitration, and/or a dispute of any kind with the County.

4.6 LIMITATION OF DAMAGES

The Proponent waives and releases the County, and its officers, employees and agents from and against any and all claims, actions, suits, proceedings or demands, however arising, whether in Contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, for loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages of any kind, direct or indirect, arising out of or resulting from the acceptance or non-acceptance by the County of any Proposal, any delay in the acceptance of a Proposal, or any other matters connected to this Request for Proposal or any subsequent negotiation process.

4.7 OWNERSHIP OF MATERIALS

All Proposals and materials submitted become the property of the County and shall not be returned.

4.8 PROPOSAL SUBMISSION

Submission of a Proposal shall be taken as statement that:

- (a) The Proponent understands the Submission Instructions and Work contemplated hereunder and agrees to comply with the General Terms and Conditions as well as all other terms, conditions and Specifications stated in the Request for Proposal.
- (b) The Proponent will honour the prices submitted on the Schedule of Prices and all other components of the Proposal.

4.9 UNBALANCED PROPOSALS AND DISCREPANCIES

- 4.9.1 Proposals that contain prices which appear to be unbalanced and likely to adversely affect the interests of the County may be rejected.
- 4.9.2 Wherever the amount proposed for an item does not agree with the extension of the Proposal quantity and the proposed unit price, the unit price shall govern the amount and the total Proposal price shall be corrected accordingly.
- 4.9.3 Mathematical discrepancies will be corrected by the County by appropriate means to arrive at the correct total proposed price. Where an error has been made in

transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the total Proposal price shall be corrected accordingly.

- 4.9.4 Proposals that fail to meet the minimum requirements; are incomplete, conditional, unbalanced, illegible or obscure; contain reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

4.10 ACCEPTANCE OF DOCUMENTS AND COUNTY RIGHTS

The County of Simcoe reserves the right in its absolute discretion to:

- (a) Accept any Proposal in whole or in part;
- (b) Accept more than one Proposal;
- (c) Seek written clarification from any or all Proponents in relation to their Proposal submissions and incorporate a Proponent's response to the request for clarification into the Proponent's Proposal;
- (d) Vary, discontinue or cancel this Request for Proposal at any stage, and/or issue another Request for Proposal for the same or similar Work, if it deems reasonable conditions exist to do so;
- (e) Provide additional written information to Proponents and to make changes, including substantial changes, to this Request for Proposal provided those changes are issued by way of Addenda;
- (f) Waive any irregularities or formalities in the process and accept Proposal(s) which substantially comply with the requirements of this Request for Proposal;
- (g) Deal separately with any of the divisible elements of any response received through this process;
- (h) Identify opportunities for collaborative responses to be offered for the delivery of specified services;
- (i) Cancel, add or amend the information, requirements, terms, procedures, or processes set out in this Request for Proposal;
- (j) Amend the proposed requirements, the description of Work required or any other aspect of this Request for Proposal;
- (k) Disqualify any Proponent or reject the Proposal of any Proponent who has engaged in conduct prohibited by this Request for Proposal;
- (l) Disqualify any Proponents whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (m) Verify with any Proponent or with a third party any information set out in a Proposal; and/or
- (n) Discuss with any Proponent different or additional terms to those contemplated in this Request for Proposal or in any Proponent's Proposal.

The County will attempt to meet all dates noted in this Request for Proposal but reserves the right to modify any or all dates at its discretion. These reserved rights are in addition

to any other express rights under this Request for Proposal and other rights that may be implied in favour of the County in the circumstances.

4.11 EVALUATION

- 4.11.1 All Proposals shall be submitted with the understanding that the selection of a Proposal for discussion by the County shall not thereby result in the formation of a Contract nor shall it create any obligation on the County to enter such discussions.
- 4.11.2 All Proposals will be evaluated by the Selection Committee based on the evaluation criteria and process set out in this RFP. Price will not be the sole selection criterion.
- 4.11.3 Proponent selection will be based on those Proposals providing the best overall value to the County of Simcoe as determined by the County in its sole discretion.
- 4.11.4 Other than inserting the information requested in the Form of Proposal, a Proponent may not make any changes to the Form of Proposal or qualify in its Proposal the acknowledgements contained in the Form of Proposal. Proposals containing such qualifications, whether on the face of the Form of Proposal or elsewhere in a Proposal, may be disqualified, but in the event the Proposal is not disqualified in such a case, the Form of Proposal will prevail.
- 4.11.5 Proponents may be required to attend a meeting with and/or make a presentation to the Selection Committee where they will be asked to clarify information provided, demonstrate their understanding of the requirements of this RFP and provide a presentation of previous Work. All costs incurred by Proponents to attend this demonstration including transportation, food, lodging, etc. shall be borne by the Proponent. Invitations to present shall be limited to only those Proponents under consideration.

4.12 PROPOSAL EXAMINATION & CLARIFICATION

At the close of the RFP all Proposals will be examined by the County to confirm that they are compliant and otherwise complete. Proposals that are determined to be compliant and otherwise complete will then be evaluated as set out in the RFP.

At its sole discretion, the County may seek clarification of any aspect of any Proposal received. The purpose of such clarification may be to enable the County to determine whether the Proposal complies with the RFP requirements.

The County's right to clarify shall include the right to request additional or missing information relating to any Proposal submitted and the Proponent shall, within forty-eight (48) hours of receiving a written request for clarification by the County furnish evidence satisfactory to the County.

The right of clarification is within the sole, complete and unfettered discretion of the



County and is for its exclusive benefit and may or may not be exercised by the County at any time and in respect to any or all Proposals.

The right to clarify shall not impose upon the County a requirement to clarify with the Proponent any part of a Proposal, and where in the opinion of the County the Proposal is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the County may reject a Proposal either before or after seeking a clarification.

No such clarification shall alter the Proposal, or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the Work to be supplied or performed as set out in the Proposal at the close of the RFP. Neither the review of its submission with any Proponent, nor the seeking or clarification shall in any way be deemed to be an acceptance by the County of any term or provision so clarified or be deemed to be an acknowledgement by the County of the compliance of the Proposal with the terms of the RFP. Further, it shall not oblige the County to enter into a Contract with that Proponent, and shall not constitute an acceptance of that Proposal or any other Proposal. All clarifications shall be in writing, in a form satisfactory for inclusion in a written Contract and satisfactory to the County. The Successful Proponent shall not commence with the project until all required documentation has been received and validated by the County.

4.13 PROPOSAL SELECTION COMMITTEE & PROCESS

The Proposal Selection Committee, may consist of, but not necessarily be limited to, representatives from the County's Social Housing, Procurement and Finance Departments, Town of Collingwood and other technical representatives retained at the County's sole discretion.

The Proposal Selection Committee shall not be obliged to disclose the detailed evaluation scores of a Proponent other than to that Proponent whose score it is. Proponents will be afforded the opportunity to request a private debriefing meeting to discuss their respective evaluation scores. In the absence of manifest bad faith any evaluation carried out by the Proposal Selection Committee shall be considered to be fair and accurate to all Proponents for all purposes and shall not be subject to review by any court or tribunal.

If the Proposal contents, all requested documents, and securities, are enclosed and found to be satisfactory then members of the Selection Committee will receive a copy of each Proposal for review. The Selection Committee will score each Proposal in accordance with the following evaluation criteria.

4.14 SAMPLES

Intentionally left blank.

4.15 EVALUATION CRITERIA & SCORING

The evaluation criteria and weighting to be applied in the evaluation of each Proposal



consists of the following:

Part 1.0 – Experience and Qualifications of Proponent	150 Points
Part 2.0 – Approach and Methodology	150 Points
Part 3.0 – Modular Structure	300 Points
Part 4.0 – Consideration of the Environment	50 Points
Part 5.0 - Value Add	50 Points
Part 6.0 – Financial Proposal	300 Points
Total Possible Points	1000 Points
Part 4.0 – Reference Validation	Pass/Fail

The highest total score will be considered a potential Successful Proponent.

EVALUATION CRITERIA	
Mandatory Requirement	Pass / Fail
Design/contract administration for multiple (more than 2) 20+ unit multi-residential modular building projects	
TOTAL POINTS AVAILABLE	1000
1. EXPERIENCE	150
The evaluation will consider the Proponent's experience over the past five (5) years including the following: <ul style="list-style-type: none">• Description of the company, company structure, project team, and subcontractors, if any;• Number of projects the Proponent has completed on time and within budget that were similar in nature (minimum of 2);• Awards or accreditations received;• Location and setting of completed projects;• Delivery and construction of modular housing;• Commissioning of mechanical and electrical, and fire, life safety systems;• Acquiring permits;• Examples of projects that encountered challenges and how issues were resolved;• Working with Municipalities within Simcoe County, Ontario, and/or within Canada.	150
2. APPROACH & METHODOLOGY	150
<ul style="list-style-type: none">• Describe your project work plan and schedule for completing the various phases of the project;	150

<ul style="list-style-type: none"> • Describe your project management methodology and plan to supply, deliver, and install units, inspect for deficiencies, and prepared units ready for occupancy on time; • Describe your risk assessment and mitigation plan to ensure that your company and its staff will deliver the Work described in this RFP in a safe and respectable manner to themselves and the public; • Current workload of the firm demonstrating the resource and financial capacity to complete the work within the timeframe specified; • Clearly define the project schedule demonstrating the Proponents understanding of the project and its timelines; • Construction delivery and staging approach and methodology • Describe your quality control measures and how they will be utilized to ensure the quality of deliverables, and that the project stays on schedule and on budget; • Describe your change order process; • Identify conformance to applicable codes and standards; • Identify project specific challenges and/or key issues; • Describe your invoicing methodology for pre-fabricated units; 	
3. MODULAR STRUCTURES	300
<p>The evaluation will consider the construction, quality, and base provisions of the proposed structures, including:</p> <ul style="list-style-type: none"> • Draft schematic design; • Draft site layout and landscape plan; • Structure layout; • Unit layout; • Materials used in the construction of units; • Energy performance modelling from similar or past project; • Conformance with applicable municipal, provincial, and/or federal legislation, regulations, bylaws, building codes, etc. including accessibility and energy efficiency requirements • Integration of the proposed design within the existing neighbourhood and provision of appropriate parking in the context of proximity to transit and amenities; • Electrical and Mechanical briefs including general design considerations, and energy efficiency; • Architectural brief including exterior design, furniture, fixtures, and equipment included, if any. 	250
B. WARRANTY AND WORKMANSHIP <ul style="list-style-type: none"> • Process and software for documenting, managing and resolving deficiencies; 	50



• Standard warranty for each structure and all systems within.	
4. CONSIDERATION OF THE ENVIRONMENT	50
Proposals that have identified energy efficient equipment, environmentally friendly products, services, or business practices (including carbon footprint reduction efforts) as part of their Proposal/solution	50
5. VALUE ADDED	50
Value-added services or offerings are included in your Proposal that would benefit the County, as it relates to the Work described herein, that is being offered at no additional cost to the County.	50
6. FINANCIAL PROPOSAL	300
The proposed cost to provide the goods/services described.	300
7. REFERENCES	
Reference validation shall be complete prior to award to the highest scoring Proponent.	Pass/Fail

4.16 FINANCIAL EVALUATION AND SCORING

4.16.1 The financial evaluation and weighting to be applied in the evaluation of each price Proposal consists of a total of a possible 300 points.

4.16.2 The financial evaluation will be applied as follows:

- (a) the Proposal(s) with the lowest cost or annual value will be assigned 100% of the 300 point score.
- (b) the financial evaluation score of the other Proponents will equal 300 points X (the lowest price submission ÷ cost of the other Proposal under consideration).

4.17 BASIS FOR AWARD

The acceptance of a Proposal shall be based on a combination of:

- (a) technical proposition, and quality;
- (b) response to specifications, terms and conditions;
- (c) price.

4.18 ALTERNATIVE PROPOSAL(S)

The County reserves the right to determine if an alternate bid is acceptable and to delete a Base Price and substitute an accepted alternative item if in the best interests of the County.

4.19 REFERENCES AND CREDIT CHECKS

On the electronic form in the Bidding System Proponents shall provide a minimum of three (3) references from organizations in which Work of similar size and scope has been performed within the past ten (10) years. Public Sector references are preferred, but are not required.

Where the Proponent has provided previous service to the County of Simcoe, the Proponent **must** respond to such question in the Bidding System and include the appropriate departmental County of Simcoe contact information as a reference.

The County may, in its sole discretion, confirm the Proponent's experience and/or ability to provide the Work required as described in its Proposal by checking the Proponent's references provided, including any other relevant reference.

The County is entitled to verify the Proponents' credit and financial situation at any time during the Request for Proposal process through information provided by the Proponent or any third party that the County deems advisable to check. By submitting a Proposal, the Proponent authorizes the collection by the County of Simcoe of such information.

The County reserves the right to disqualify a Proponent and reject any Proponent's Proposal if the evidence submitted by, or investigation of, references or credit check of the Proponent fails to satisfy the County that the Proponent has the financial capacity and/or is properly qualified to carry out the obligations of the Contract and complete the Work as contemplated herein.

The County reserves the right to disqualify a Proponent and reject a Proposal on the basis of: (I) past performance on previous Contracts awarded by the County of Simcoe; (II) other relevant information that arises during this Request for Proposal Process, or (III) information provided by references. In determining historical performance, the County may rely on any relevant documents and references including but not limited to vendor performance reports, evaluations, internal references, and references from contract administrator(s) on past Contract(s).

4.20 PROOF OF ABILITY

The County reserves the right not to award the Contract to any Proponent who does not furnish satisfactory evidence that it has the ability and experience in this type of Work and that it has sufficient capital, equipment, and other resources to enable it to complete the work successfully within the time required.

Proponents may not be considered unless known to be skilled and regularly engaged in Work of a character similar to that covered by this document.

Should additional information be required, the Proponent will, within 48 hours after being requested in writing by the County, furnish evidence satisfactory to the County of the Proponent's experience and familiarity with Work of the character specified and the Proponents financial ability to carry out the Contract properly within the specified time.

4.21 NEGOTIATIONS

The County may award the Contract based on Proposals received, without discussion. Each Proposal should, therefore, contain the Proponents best terms and complete detailed information.

The County reserves the right to enter negotiations with any Selected Proponent(s). If the County and the Selected Proponent(s) cannot negotiate a successful agreement, the County may terminate the negotiations and begin negotiations with the next Selected Proponent(s). This process will continue until an agreement has been executed or all the Proponent(s) have been rejected. No Proponent shall have any rights against the County arising from negotiations.

4.22 BEST AND FINAL OFFERS

Where there is a tie score after the completion of Proposal evaluations, or where the top Proposal(s) is lacking in certain critical areas or exceeds the approved budget the following process may be used in the County's sole discretion as an optional final stage to the RFP process to ensure the County receives the absolute best solution: (a) the County's Selection Committee will short list the Proposals capable of delivering the required results (b) finalists will be advised of their Proposal's short comings and invited to improve their original Proposal (c) amended sections may then be re-evaluated and re-scored according to the evaluation process described in the RFP, and (d) the County may enter into Contract negotiations with the Successful Proponent without further evaluation.

4.23 LEGAL CLAIMS AND DAMAGES

The County reserves the right not to accept a Proposal from any person or corporation, including related persons and affiliated corporations: (A) who or which has brought or intends to bring an outstanding claim, demand, action, suit or legal proceeding against the County of Simcoe for damages or other relief or, (B) against whom the County of Simcoe has a claim or instituted a legal proceeding, with respect to any subject matter, occurrence(s) or transaction(s), or (C) who are currently engaged in a serious dispute with the County of Simcoe. Similarly, the County of Simcoe reserves the right not to accept a Proposal from any Proponent whose submitted Proposal lists as either the planned general Contractor or Sub-Contractor or vendor, person or corporation involved in current or intended legal proceedings against the County of Simcoe.

4.24 PROPOSAL ACCEPTANCE

The County reserves the right to accept or reject any Proposal(s) in whole or in part, to negotiate with the Successful Proponent(s) and to waive irregularities and omissions, if in so doing the best interests of the County will be served. The County reserves the right to award the Contract on a split-order basis, lump sum basis, or individual-item basis or such combination as shall best serve the interests of the County. Any Proposal or any part of any Proposal will not necessarily be accepted. The lowest priced Proposal may



not necessarily be accepted. The County is not obligated to award a Contract to any Proponent pursuant to this Request for Proposal. No liability shall accrue to the County for its decision(s) in this regard. The County reserves the right to reject any Proposal submitted by Proponent(s) that are in litigation, arbitration, and/or a dispute of any kind with the County.

Simcoe County Housing Corporation reserves the right to reject Proposals for pre-fabricated units that fail to meet the 2024 Ontario Building Code and any other applicable law or applicable municipal policies, by-laws and standards.

4.25 NO APPROVAL

Neither the acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or license under any federal, provincial, or municipal statute, regulation, or by-law.

4.26 PROPONENT NOTIFICATION

The County anticipates that it will select and notify a Successful Proponent(s) in writing within ninety (90) days of the Closing Date and Time. Upon execution of the Contract by the Successful Proponent(s) and the County of Simcoe, final Proposal results shall be posted on the County's Bidding System. There will be no further communication issued regarding unsuccessful submissions.

4.27 SUBJECT TO APPROVAL

Any Contract resulting from the Request for Proposal process will be subject to funding availability through the annual budget process as approved by County Council.

4.28 COUNTY INFORMATION

All County information obtained by the Proponent in connection with this Request for Proposal is the property of the County of Simcoe and shall be treated as confidential and not used for any other purpose by the Proponent other than for replying to this Request for Proposal, and for fulfilment of any subsequent Contract.

4.29 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The County of Simcoe is a public institution and as such, all documents, quotations, Proposals, or other submissions to the County, including correspondence, emails and memoranda become a public document under the custody and control of the County of Simcoe and therefore are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The County cannot assure Proponents that any portion of a quotation, Proposal or other document can be kept confidential under MFIPPA or as may be required by the Municipal Act and upon appeal to the Privacy Commission; a final decision will be ruled by the Province's Information and Privacy Commissioner. Should a formal access request be received by the County



in accordance with MFIPPA, Proponents may be required to clearly demonstrate how their information qualifies for “third party” exemption in accordance with the Act.

4.30 DEBRIEFING

Following the conclusion of this Request for Proposal process and upon request, debriefings are available to unsuccessful Proponents. All requests shall be in writing and submitted to bids@simcoe.ca within ten (10) days of the published award decision.

4.31 MISREPRESENTATION

The County of Simcoe in addition to any other remedies it may have in law or in equity shall have the right to rescind the Contract negotiated with a Proponent in the event that the County of Simcoe, in its sole discretion, determines that the Proponent made a misrepresentation or submitted any inaccurate, incomplete or misleading information in its Proposal.

4.32 DISPUTES

Any disputes that arise as a result of this Request for Proposal process shall be resolved through the County’s Alternate Dispute Resolution process as defined within the [County of Simcoe Procurement Policy](#).

Refer to Section 10.5 of the Procurement Policy for details pertaining to the alternate dispute resolution process and timelines. A written request for an explanation of the award must be received within ten (10) days of the award decision in order to commence the alternate dispute resolution process.

4.33 GOVERNING LAW

This Request for Proposal process shall be governed by and construed in accordance with the laws of the Province of Ontario.



5. GENERAL TERMS AND CONDITIONS

The Contractor is required to enter into a CCDC14 – 2013, Design Build Stipulated Price Contract with the Simcoe County Housing Corporation. Refer to Section 6 for Supplementary Conditions

6. SUPPLEMENTAL TERMS AND CONDITIONS

Article A-4

Insert A new section 4.6 as follows: *Contract* is contemplated of being inclusive of all *Work*. The *Design-Builder* shall not proceed with any extra work unless an agreement has been reached on the price of such extra work and/or the method of determining the cost and price of such extra *Work*. In the event of extras, mark ups for overhead and profit shall be a maximum of 10% mark up on work completed by the *Design-Builder's* own forces and 5% for work completed by others.

Article A-5

Amend Section 5.1 by adding the words “after a *Proper Invoice* has been delivered in accordance with GC 5.1.1” at the end of the sentence.

Amend Section 5.3.1 to delete the words: “following rate”, replace them with: “rate prescribed by Section 6.9 of the Act”, and delete the balance of subsection 5.3.1 and all of subsection 5.3.2.

DEFINITIONS

Insert A new definition titled “**Act**” and define it as: “The *Act* means the *Construction Act* R.S.O. 1990, Chapter C.30 as amended or restated from time to time.

Insert A new definition titled “**Proper Invoice**” and define it as: “A written submission by the *Design-Builder* that contains the following information :

1. the *Design-Builder's* name, address, and Harmonized Sales Tax Number;
2. the name, title, telephone number, and mailing address of the person to whom payment is to be sent.
3. information identifying the authority under which the *Design Services* and *Work* were supplied, and *Products* delivered to the *Place of Work*.
4. the date of the invoice and the period during which the *Design Services*

and *Work* were supplied.

5. a description of the *Design Services* and *Work* supplied, and *Products* delivered to the *Place of Work* pursuant to the present submission.

6. The dollar amounts payable for the *Design Services* and *Work* supplied, *Products* delivered to the *Place of Work* and the Value Added Tax payable thereon:

a. since the beginning of the *Contract*.

b. completed pursuant to the previous *Proper Invoice*.

c. for which payment is claimed pursuant to the present submission.

7. a copy of the *Payment Certifier's* estimate delivered in accordance with GC 5.1.1.1 provided that the said estimate has been delivered to the *Design-Builder* by the *Payment Certifier* within the timeframe set out in GC 5.1.1.1.

8. the *Weekly Worksheets* applicable to the present submission.

9. the original dollar amounts payable for *Design Services* and *Work* to be supplied and *Products* delivered to the *Place of Work* pursuant to the Proposal.

10. a complete cost breakdown with percentage of the *Design Services* and *Work* completed and *Products* delivered to the *Place of Work* to the date of the present submission.

11. a list of the agreed upon changes to *Design Services* and *Work* including the nature of the changes and changes to the *Contract Price*.

12. copies of all *Change Orders* and *Change Directives* applicable to present submission.

13. a description of all outstanding disputes with the *Owner* related to the *Design Services* and *Work*, and *Products* delivered to the *Place of Work*

14. the amount of any statutory holdback, and liens.

15. copies of all required certificates, test reports, and inspection reports related to the

Design Services and *Work* supplied, and *Products* delivered to the *Place of Work* covered by the present submission has been completed.

16. a clear Workplace Safety and Insurance Board Clearance Certificate; and,

17. such other information or documentation as the *Owner* or *Payment Certifier* may request.

Amend The definition of “*Work*” by adding at the end of the sentence the words: “but including without limitation full handover and commissioning of all *Products* delivered to the *Place of Work* and all equipment and operating systems to the *Owner*”.

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

GC 1.1

Amend Subsection 1.1.1 to include the word “all” in the first sentence, after the word “include”

Insert In subsection 1.1.6.1, make “the RFP” the first bullet point

Insert A new section 1.1.6.4 as follows: “For greater certainty, the terms of the RFP supersede the terms of the *Contract* and the contents of any and all standard terms and conditions contained in the documentation from the *Design-Builder*, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by the *Design-Builder*”.

GC 2.1.4

Insert A new section 2.1.4 as follows: “The *Design-Builders* shall be responsible for verifying that the said information is complete and able to deliver the functionality requested by the *Owner*.”

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GC 2.4.1

Amend Section 2.4.1 by replacing: “application for payment” with “*Proper Invoices*”,

replace: “certify” with: “estimate” and add: “in accordance with GC 5.1.1.1” at the end of the sentence.

GC 2.4.4

Amend Section 2.4.4 by replacing: “as provided in GC 5.3 - PROGRESS PAYMENT” with: “and comply with its obligations under Part 5 PAYMENT”.

GC 2.4.5

Amend Section 2.4.5 by replacing: “issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3, PROGRESS PAYMENT and GC 5.7 FINAL PAYMENT” with: “and comply with its obligations under Part 5 PAYMENT”

GC 2.4.7

Amend Section 2.4.7 by replacing: “applications for payment” with *Proper Invoices* and applications from the *Design-Builder* and deleting the balance of the sentence.

GC 3.8

Insert A new section 3.8.4 as follows: The *Design-Builder* shall fully inform itself regarding availability of labour in the area relative to the requirements of the *Contract Time*. The *Design-Builder* acknowledges that it has made its own assessment of escalation in costs and increased labour costs and include all these costs in its proposal. All risks with respect to escalation and increased labour costs and shortages and any other matters related to labour shall be the *Design-Builder's*.

GC 3.11

Insert A new section 3.11.5 as follows: The *Owner* shall have the right to withhold from any sum otherwise payable to the *Design-Builders* such amount as may be sufficient to remedy any defect or deficiency in the *Work* pending correction of same.

GC 5.1, GC 5.2, GC 5.3, GC 5.4, GC 5.5, GC 5.6, GC 5.7 and GC 5.8 are deleted and replaced by the following:

GC 5.1 Payment Progress

5.1.1 Submission of Proper Invoices

5.1.1.1 On the 5th *Working Day* of each month of the term of the *Contract* the *Payment Certifier* will make a written estimate of the value of the *Design Services* and *Work and Products* delivered to the *Place of Work* during the previous month by the *Design-Builder* and deliver a written copy of this estimate to the *Owner* and the *Design-Builder*.

5.1.1.2 On the 10th *Working Day* of each month during the term of the *Contract* the *Design-Builder* shall deliver a *Proper Invoice* to the *Owner* and the *Payment Certifier*, subject to the following:

5.1.1.2.1 A *Proper Invoice* shall not include a claim for payment with respect of any *Design Services*, *Work*, or *Products* for which the required testing and commissioning is required but has not been completed.

5.1.1.2.2 The time periods in the *Act* related to Prompt Payment and this GC5.1.1.2 will start only when the *Design-Builder* has submitted a *Proper Invoice* to the *Owner* and the *Payment Certifier* that include all of the requirements of a *Proper Invoice* set out in this *Contract* or the *Act*.

5.1.1.3 The *Owner* or *Payment Certifier* may in its sole discretion reject a submission by the *Design-Builder* on the basis that the *Owner* or the *Payment Certifier* (as the case may be) has determined that it does not include all of the requirements of a *Proper Invoice* set out in this *Contract* or the *Act*.

5.1.1.4 On or before the 3rd *Working Day* following the date that the *Design-Builder* submits a *Proper Invoice* in accordance with GC 5.1.1.2, the *Payment Certifier* shall notify the *Design-Builder* and *Owner* in writing as to whether the *Design-Builder's* submission constitutes a *Proper Invoice*. If the *Payment Certifier* determines that the submission does not constitute a *Proper Invoice*, the written notice shall provide particulars as to the deficiencies and steps required to correct them

5.1.1.4.1 If the *Owner* or *Payment Certifier* rejects a submission by the *Design-Builder*, the *Design-Builder* shall correct the deficiencies in the submission and resubmit the *Proper Invoice* to the *Design-Builder*. The time periods above shall be recalculated based on the date of the resubmission. This process shall continue until the *Payment Certifier* determines that the

submission constitutes a *Proper Invoice*, or the matter is referred to Dispute Resolution in accordance with Part 8.

5.1.1.5 The *Owner* may refuse to pay all or any portion of the amount payable under the *Proper Invoice* if, no later than 14 Days after receiving the *Proper Invoice* from the *Design-Builder*, the *Owner* gives the *Design-Builder* a notice of non-payment, in the form prescribed under the *Act* specifying the amount of the *Proper Invoice* that is not being paid and detailing all of the reasons for non-payment.

5.1.1.6 The *Owner* shall pay the undisputed amount payable under a *Proper Invoice* no later than 28 Days after receiving the *Proper Invoice* from the *Design-Builder* whereupon the *Design-Builder* shall no later than 7 Days after receiving payment, pay each *Subcontractor* that supplied *Design Services, Work, or Products* under a subcontract with the *Design-Builder* that were included in the *Proper Invoice* in the amount payable to such *Subcontractor*.

5.1.1.7 Where the *Contract Documents* provide for payment milestones other than on a monthly basis, the timelines in GC 5.1.1 and the balance of this section shall apply with reference to the date that those payment milestones were reached.

5.1.2 Certification of Substantial Performance

5.1.2.1 Upon application by the *Design-Builder* and where the *Contract* has been substantially performed, the *Payment Certifier* will issue a Certificate of Substantial Performance.

5.1.2.2 The *Payment Certifier* will set out in the Certificate of Substantial Performance the date on which the *Contract* was substantially performed and within 5 Working Days after signing the said certificate the *Payment Certifier* will provide a copy to the *Design-Builder* and *Owner*.

5.1.2.3 Upon receipt of a copy of the Certificate of Substantial Performance, the *Design-Builder* shall forthwith, as required by Section 32(1) Paragraph 5 of the *Act*, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News. Where the *Design-Builder* fails to publish a copy of the Certificate of Substantial Performance as required above within 5 *Working Days* after receiving a copy of the certificate

signed by the *Payment Certifier*, the *Owner* may publish a copy of the certificate at the *Design-Builder's* expense.

5.1.2.4 Except as otherwise provided for in Section 31 of the *Act*, the 60-day lien period prior to the release of holdback as referred to in clause GC 5.1.3 - Substantial Performance Payment and Statutory Holdback Release, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

5.1.2.5 The *Owner* may satisfy its holdback requirements by either retaining the required amounts in cash, in the form of a letter of credit or, in the form of a holdback repayment bond and that the obligations of the *Owner* herein shall be adjusted according to the form selected by the *Owner* in its sole discretion.

5.1.3 Substantial Performance Payment and Statutory Holdback Release

5.1.3.1 When the *Payment Certifier* issues the Certificate of Substantial Performance, the *Design-Builder* will deliver a *Proper Invoice* to the *Payment Certifier* showing in addition to the other requirements of a *Proper Invoice*:

5.1.3.1.1 the value of *Design Services* and *Work* supplied, or *Products* delivered to the *Place of Work* to the date of Substantial Performance;

5.1.3.1.2 the value of outstanding or incomplete *Design Services*, *Work*, or *Products* to be delivered to the *Place of Work*;

5.1.3.1.3 the amount of the statutory holdback, allowing for any previous releases of statutory holdback to the *Design-Builder* (if any);

5.1.3.1.4 the amount of maintenance security required (if any);

5.1.3.1.5 the amount due the *Design-Builder*; and

5.1.3.1.6 Copies of all drawings, as-built drawings, certificates, testing confirmations, balancing reports and other documentation related to the *Design Services*, *Work*, or *Products* that the *Payment Certifier* may request.

5.1.3.2 Provided that all liens that may be claimed against the holdback have

expired or been discharged or otherwise provided for under the *Act*, the *Owner* shall make payment of the statutory holdback to the *Design-Builder* on the 15th Working Day after the 60th Day after the date of publication of the Certificate of Substantial Performance, subject to the provisions of the *Act* and receipt by the *Owner* of the following documents from the *Design-Builder*:

5.1.3.2.1 a release by the *Design-Builder* in a form satisfactory to the *Owner* releasing the *Owner* from all further claims relating to the *Contract*;

5.1.3.2.2 a statutory declaration in a form satisfactory to the *Owner* that all liabilities incurred by the *Design-Builder* and its *Subcontractors* in carrying out the *Contract* have been discharged, all liens that may be claimed against the holdback have expired or been discharged or otherwise provided for under the *Act* except for statutory holdbacks properly retained;

5.1.3.2.3 a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and

5.1.3.2.4 proof of publication of the Certificate of Substantial Performance.

5.1.4 Certification of Completion

5.1.4.1 Upon application by the *Design-Builder*, and when the *Contract* is complete, the *Payment Certifier* will issue a *Completion Certificate*.

5.1.4.2 The *Payment Certifier* will set out in the *Completion Certificate* the date on which the *Contract* was completed and within 7 Days of signing the said certificate the *Payment Certifier* will provide a copy to the *Design-Builder*.

5.1.5 Completion Payment

5.1.5.1 When the *Payment Certifier* issues the *Completion Certificate*, the *Design-Builder* will deliver a *Proper Invoice* showing in addition to the other requirements of a *Proper Invoice*:

5.1.5.1.1 the amount of the further statutory holdback based on the value of further *Design Services* and *Work* and *Products* delivered to the *Place of Work* completed over and above the value of *Design Services* and *Work* and *Products* delivered to the *Place of Work* completed shown in the

Substantial Performance Payment Certificate referred to above; and

5.1.5.1.2 the amount due the *Design-Builder*.

5.1.5.2 Provided that all liens that may be claimed against the holdback have expired or been discharged or otherwise provided for under the *Act*, the *Owner* shall make payment of the statutory holdback to the *Design-Builder* on the 15th *Working Day* after the 60th *Day* after the date of completion the *Contract* as established by the Completion Certificate but subject to the provisions of the *Act* and receipt by the *Owner* of the following documents from the *Design-Builder*:

5.1.5.2.1 a release by the *Design-Builder* in a form satisfactory to the *Owner* releasing the *Owner* from all further claims relating to the *Contract*, qualified by stated exceptions where appropriate;

5.1.5.2.2 a statutory declaration in a form satisfactory to the *Owner* that all liabilities incurred by the *Design-Builder* and the *Design-Builder's Subcontractors* in carrying out the *Contract* have been discharged, and that all liens that may be claimed against the holdback have expired or been discharged or otherwise provided for under the *Act*.

5.1.5.2.3 a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

GC 5.3

Amend Section 5.3.1.3 by deleting 20 before calendar days and inserting 40

GC 6.1.3

Insert A new section GC 6.1.3 as follows: "The *Design-Builder* shall advise the *Owner* in writing of any revisions to any schedule of the *Work* or *Design Services*. Revisions may be made so long as there will be no amendment to the Substantial Performance date. No extension to the Substantial Performance date or total completion of the *Work* or *Design Services* may be made unless same is explicitly agreed to by the *Owner* in writing".

GC 6.2.1

Insert the following at the end of section GC 6.2.1: "All claims by the *Design-Builder* for additions to the *Contract Price* for any reason whatsoever shall be invalid unless, within 14 days of the incurrence or alleged incurrence of the additional costs, a written notice is submitted to the *Owner* requesting an addition to the *Contract Price*".

GC 6.2.4

Insert a new section GC 6.2.4 as follows: “In the case of the *Design-Builder*’s neglect or failure to fully and faithfully perform the provisions of documentation to validate *Contract* changes, cancelled work, and claims, the *Design-Builder* shall forfeit the right to payment therefore which it otherwise might have had and shall not make any claim in respect thereof; and if made, the *Owner* may reject the same as invalid and the *Design-Builder* shall not have any right of recovery in respect thereof at law or otherwise unless written consent of the *Owner* to the making of such claim is obtained.

GC 6.5.3.1 Delete entirely.

GC 6.6

Insert at the beginning of section 6.6.1, “Subject to Article A-4”

GC 7.1

Delete the last sentence of section 7.1.4

Insert new sections:

7.1.5 In addition to its right to suspend the *Contract* set out herein, the *Owner* may terminate this *Contract* at any time for any other reason and without cause upon giving the *Design-Builder* *Notice in Writing* to that effect. In such event, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* completed to date, but in no event shall the *Design-Builder* be entitled to be compensated for any loss of profit on unperformed portions of the *Design Services* or *Work*, or indirect, special, or consequential damages incurred.

7.2.8 In the case of either a termination of the *Contract* or a suspension of the *Design Services*, the *Design-Builder* shall use its best commercial efforts to mitigate the financial consequences to the *Owner* arising out of the suspension.

7.2.9 Upon the resumption of the *Work* or *Design Services* following a suspension the *Design-Builder* will endeavour to minimize the delay and financial

consequences arising out of the suspension.

GC 7.3

Delete section 7.3.2.

Delete subsection 7.3.3.1., subsection 7.3.3.2, and subsection 7.3.3.3.

Replace subsection 7.3.3.3 with the following: “the *Owner* fails to pay the *Design-Builder* when due the amount certified by the *Payment Certifier* or awarded by arbitration or court except where the *Owner* has a bona fide claim for set off”.

Delete subsection 7.3.3.4.

Delete from the end of section 7.3.4, “, or terminate the Contract”.

Delete from section 7.3.6, everything after “performed”. Insert new sentence as follows: “There shall be excluded from the *Design-Builder’s* claim any claim for consequential, indirect or special damages, including loss of profits on any *Work* or *Design Services* not performed as of the date of termination”.

PART 8 DISPUTE RESOLUTION

Insert a new paragraph as GC 8.1.1 as follows:

“The parties shall follow the dispute resolution process set out herein prior to referring any dispute or matter arising under the *Contract* to adjudication in accordance with Part II.1 of the *Act*. Notwithstanding the foregoing, this requirement shall not apply in a case where the *Design-Builder* has given an undertaking to refer a payment dispute to adjudication in accordance with section 6.5(5)(a)(iii) of the *Act*.”

The former GC 8.1.1 shall be renumbered as GC 8.1.2 and so on.

GC 9.3.3 Delete entirely and replace with: The *Design-Builder* shall be responsible for any increased costs.

GC 10.2.5

Delete the word “not” in the first sentence

GC 10.2.6

Amend the first sentence to read “If the *Design-Builder* performs any work contrary to any laws...”

GC 11.1 Insurance

Insert a new section 11.1.9 as follows: “Each of the policies of insurance that the *Design-Builder* is required to carry shall also contain a provision requiring not less than 30 days' written notice to the *Owner* prior to cancellation or any change that would reduce coverage before such change will become effective”.

Insert a new section 11.3 as follows: “In addition to the foregoing, the *Design-Builder* shall comply with the insurance coverage requirements of the RFP including the requirement for commercial general liability insurance, automobile liability insurance, and environmental impairment liability insurance with extended reporting”.

Replace GC 11.2.2 with the following:

If either the *Act* or the *Contract Documents* require, on entering into the *Contract*, the *Design-Builder* shall furnish the *Owner* with a labour and material payment bond, in the prescribed form in O. Reg. 303/18 to the Act, that,

- a. is of an insurer licensed under the Insurance Act to write surety and fidelity insurance;
- b. has a coverage limit of 50% per cent of the *Contract Price*; and
- c. extends protection to *Subcontractors* and persons supplying labour or

materials to the improvement.

If either the *Act* or the *Contract Documents* require, on entering into the *Contract*, the *Design-Builder* shall furnish the *Owner* with a performance bond, in the prescribed form in O. Reg.303/18 to the *Act*, that,

d. is of an insurer licensed under the Insurance Act to write surety and fidelity

insurance; and,

e. has a coverage limit of 50% per cent of the *Contract Price*.

GC 12.2.1.2

Delete paragraph 5.4.3 of GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK and replace it with "GC 5.1.2"

6.1 Substantive Changes

The County may, at any time, by written instruction indicated to be a change order, make any changes in the Work within the general scope of the Contract in the event of a substantive new direction from County Council or due to changes in provincial policies, including but not limited to changes in the method or manner of performance of the Work. If any change under this clause causes an increase or decrease in the Contractor's cost of the performance of any part of the Work under this Contract, the Contractor shall be entitled to an equitable adjustment in the fees to which the Contractor would otherwise be entitled, as determined by agreement of the parties negotiating in good faith, and the Contract shall be modified in writing accordingly. In the event of a dispute as to the equitable adjustment to be made to the Contractor's fees despite good faith negotiations of the parties, the said dispute shall be submitted for resolution pursuant to the Dispute Resolution clause of this Request for Proposal, which resolution shall be binding. No claim by the Contractor for an equitable adjustment thereunder shall be allowed if asserted after final payment under this Contract.

6.2 Changes of Laws

If at any time during the term of this Contract, there is a Change of Laws which would require an adjustment or improvement to those operational processes and procedures or operating procedures which had been in place, in order to comply with such Change of Laws, then the Contractor will promptly provide the Contract Administrator with its plan of action for achieving compliance with same and with an estimate of what the Contractor



anticipates will be the additional costs or savings, if any, to achieve compliance with such Change of Laws. The County and the Contractor will agree upon the appropriate adjustment to be made as a result of such Change of Laws. The County and the Contractor acknowledge and agree that the Contract Administrator will, acting reasonably, decide upon the appropriate change to be made to the compensation, if any, to be paid to the Contractor under the Contract to address such Change of Laws. The Contractor covenants and agrees to implement forthwith such agreed upon adjustment or improvement, including the obtaining of all necessary approvals, permits and licenses for same.

7. SCOPE OF WORK / SPECIFICATIONS

7.1 BACKGROUND

The Simcoe County Housing Corporation is requesting Proposals for the design and construction of a Modular Affordable Housing Development.

The Work includes the supply and construction of a multi-residential modular building for affordable rental housing on a 0.304-hectare (0.75 acre) parcel of land provided by the Town of Collingwood. The lands known as 29 and 45 Birch Street are located south of First Street in close proximity to the Town's commercial and mixed use areas, and allows for an attractive streetscape and good connectivity to transit and commercial amenities.

The Simcoe County Housing Corporation (SCHC) will use a Design-Build project delivery method for the Works. Construction documents, design drawings, and specifications must align with the 2024 Ontario Building Code, CSA B651:23 and



B652:23, and must be eligible for Rick Hansen Foundation (RHF) Accessibility Certification. The RHF certification process to be completed by the Proponent.

Simcoe County Housing Corporation reserves the right to reject Proposals for pre-fabricated units that fail to meet the 2024 Ontario Building Code and any other applicable law or applicable municipal policies, by-laws and standards.

7.2 COUNTY REQUIREMENTS

Target Project Dates:

- Zoning Bylaw Amendment and Site Plan approval on or before **May 30, 2025**
- Demolition of existing buildings on or before **July 31, 2025**

7.3 MANDATORY TECHNICAL REQUIREMENTS

The Contractor must have experience at a minimum with design/contract administration for multiple (2 or more) 20+ unit multi-residential modular building successfully completed projects.

7.4 DELIVERABLES / SCOPE / SPECIFICATION DETAILS

Pending the land to be transferred from the Town of Collingwood to Simcoe County Housing, and County Council's support via funds allocated in the 2025 budget, staff are moving ahead to acquire the services of Design-Build firm to complete the Project.

The Works will include the design, supply and construction of a low-rise (maximum 3 storey) modular building of approximately 30 - 40 units. Each unit is to be provided with private kitchen and bathroom and individual heating/cooling controls. The building will be designed to blend into and be compatible with the surrounding neighbourhood and consist of studio and one-bedroom units.

It should be noted that the building and site design compatibility with the surrounding neighbourhood is of significant importance. Also given the proximity of commercial businesses and residential single detached homes care must be taken as part of the construction process to minimize noise, dust, and vibration.

The site plan will include a small outdoor amenity area with raised planter boxes and separate designated smoking shelter.

The scope of this opportunity is for the supply, delivery, and installation of a low-rise modular structure and to have it ready for occupancy ("**Occupancy Readiness**"), as described herein.

Structure Requirements:

- 30 – 40 affordable self-contained studio and 1-bedroom units with private bathroom and kitchen, including barrier-free units as required by the 2024 Ontario Building Code

-
- 3-piece washroom with roll-in (curbless) shower including bathroom floor drains
- 2 commercial-rated elevators
- Common room for tenants with barrier-free kitchen
- Social Housing administration space (1 office – 2 desks)
- Community Program Room
- Laundry room and hook-ups for a minimum of 4 commercial washer and 4 commercial dryers
- Secure bike and scooter room
- Postal services according to Canada Post requirements for development size and type Utility/EMS lock boxes
- Mechanical and electrical rooms, as needed
- Janitor closet(s) with mop faucet and floor drain per floor
- Garbage and recycling room with exterior access
- 1 Loading Space
- Maintenance room with exterior access
- Demonstrated to meet the RHF Accessibility Certification requirements
- Demonstrated energy efficiency (an energy model that exceeds the energy efficiency standards in the 2017 National Energy Code for Buildings (NECB) for Part 3 Buildings or 2015 National Building Code (NBC) for Part 9 Buildings).

Site Plan Requirements:

- Barrier-free outdoor amenity area with seating
- Landscape plantings
- Barrier-free planters
- Paving and accessible pedestrian walkway
- Parking, bicycle racks, and signage
- Designated smoking shelter
- Fire Route and loading areas
- Site lighting
- Stormwater Management
- Transformer and generator, if applicable

The Services to be performed by the Design-BUILDER will be provided in the phases as follows:

Phase 1 – Schematic Design

Estimating:

- (1) Confirm or prepare a Class C Construction Cost Estimate.
- (2) Advise the County and the Consultants if it appears that the Construction Cost Estimate may exceed the Project budget and make recommendations for corrective action.

Scheduling:

- (1) Prepare, in consultation with the Consultants and the County, a preliminary Project schedule for the *Owner's* review; such Project schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of Substantial Performance of the Work and Total Performance of the Work.

Constructability:

- (1) Provide advice on-site use and possible improvements, selection of materials, assembly systems, and equipment, and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.

Phase 2 – Design Development and Shop Drawings

Constructability:

- (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.
- (2) Make recommendations to the County regarding the scope of Work packages and Work to be performed by the Proponent's own forces to help facilitate the subsequent bidding and awarding of Subcontractor and Supplier contracts, if required.
- (3) Review the Specifications and Drawings and, at the end of the Design Development Phase, make recommendations to the County and the Consultants as to constructability and coordination among the Subcontractors.

Estimating and Cost Control:

- (1) Prepare a Class B Construction Cost Estimate at the end of the Design Development Phase.
- (2) Advise the County if it appears that the Construction Cost Estimate may exceed the Project budget and make recommendations for corrective action.
- (3) Establish a cost control program and prepare a cash flow forecast for the Project.

Scheduling:

- (1) Review and update the Project schedule with appropriate details.
- (2) Advise the County if it appears that the Project schedule may vary from that specified in Article A-2 of the Agreement – Contract Time or otherwise agreed with the County and make recommendations for corrective action.
- (3) Make recommendations to the County regarding any equipment or materials that should be pre-ordered to meet the Project schedule.

Phase 3 – Construction Working and Shop Drawings and Specifications

Constructability:

- (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.
- (2) Review the Specifications and Drawings and make recommendations to the County as to clarity, consistency, and constructability.

Estimating and Cost Control:

- (1) Update the Class B Construction Cost Estimate at defined intervals of Construction Documents completion.
- (2) Update the cash flow forecasts for the Project.
- (3) Advise the County if it appears that the Construction Cost Estimate may exceed the Project budget and make recommendations for corrective action.

Scheduling:

- (1) Review and update the Project schedule with appropriate details.
- (2) Advise the County if it appears that the Project schedule may vary from that specified in Article A-2 of the Agreement – Contract Time or otherwise agreed with the County, and make recommendations for corrective action, including changes to Project scope, schedule, or budget.

Phase 4 – Construction/Administration

General Service:

- (1) Chair and minute regular Project meetings with the County.

Cost Control and Accounting:

- (1) Prepare and update the Construction Cost and cash flow forecasts in accordance with the Project budget as specified in Article A-6 of the Agreement – Approved Construction Budget or otherwise agreed with the County.
- (2) Develop, implement, and maintain a system of Project cost control and accounting.
- (3) Advise the County on the variances between actual cost and Construction Cost Estimate.
- (4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.
- (5) Provide recommendations to the County for necessary changes to maintain the Project budget and Project schedule.

Phase 5 – Pre-occupancy, Occupancy and Post-Construction

Contractor Delivery & Instillation Responsibilities:

- (1) All permits, e.g. transport, building, electrical, and all inspections.
- (2) Preparation of each structure to be ready for occupancy.

- (3) All required utility applications, drawings, load calculations, and permits.
- (4) All testing and certification as required by all jurisdictions having authority.

Occupancy Readiness:

- (1) Assembling the units on-site once location(s) is/are determined.
- (2) Finish roof seams, if applicable.
- (3) Finish floor seams;
- (4) Provision and startup/commissioning of mechanical, electrical, fire, and life safety systems.
- (5) Installation of site plan and landscaping; and
- (6) Any additional work required to ensure the units can be lived in safely.

7.5 Work Plan and Schedule

The Proposal should provide a detailed project work plan and schedule which outlines the Proponent's plan for proceeding with the various stages of the Services. The work plan should include sufficient detail to ensure the merits of the work plan, the schedule and the likelihood of success can be fairly evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stages of the Services.

Target Milestones:

Phase 1 – Draft Site Plan and Schematic Design submitted to County by **December 31, 2024**;

Phase 2 – Design Development completed by **February 14, 2025**;

Phase 3 – Construction Working Drawings and Specifications completed by **May 2, 2025**;

Phase 4 – Construction/Administration completed by **December 1, 2025**; and

Phase 5 – Pre-occupancy, Occupancy and Post-Construction

- Occupancy by **December 31, 2025**
- Post-construction completed by **June 1, 2026**.

Key project dates and milestone schedule dates are subject to change at the sole discretion of the Corporation of the County of Simcoe.

7.6 Project Management Methodology

Proponents should describe their project management methodology, including:

- i. Methods of cost control throughout all stages of the Project;
- ii. Method of schedule control throughout all stages of the Project, including but not limited to, risk assessment and mitigation, establishing and tracking of milestones, provision of adequate consultant resources to the Project;
- iii. Information on monitoring and reporting systems, performance measurements, change orders, and quality control.

7.7 Risk Assessment and Mitigation Plan

- (1) Proponents should provide detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this RFP.

7.8 DESIGN

Proponents should provide a minimum of one (1) option of schematic design drawings in accordance with the scope of work for this RFP as applicable.

Designs shall be in compliance with and Referencing Town of Collingwood Urban Design Manual (2010), Official Plan (2024), and Zoning Bylaw (2010) requirements, and SCHC Design Guidelines and Specifications outlined in Schedule A, Proponents are to provide the following concept drawings and design briefs:

- i. Site plan (including outdoor amenity area, parking 0.5/unit) + visitor + staff
- ii. Typical floor plans
- iii. Typical unit layouts
- iv. Elevations

Architectural Brief outlining the following:

- (1) Exterior finishes and wall and roof systems
 - i. Description of proposed materials by specification section
- (2) Interior finishes
 - ii. Description of proposed materials by specification section

Structural Brief outlining the following:

- (1) Codes and Standards
- (2) Design Conditions
- (3) Description of Structural Framing Systems
- (4) Foundations and Footings
- (5) Superstructure
- (6) Roof Framing

Mechanical Brief outlining the following:

- (1) Codes and Standards
- (2) Design Conditions
- (3) Mechanical Site Services
- (4) Plumbing

- (5) Purified Water
- (6) Fire Protection
- (7) Fuel Oil System
- (8) Ventilation Heating Cooling
- (9) Vibration Isolation and Noise Control
- (10) Controls
- (11) Metering

Electrical Brief outlining the following:

- (1) Codes Standards and Guidelines
- (2) Utility Incoming Services
- (3) Normal Power
- (4) Emergency Power
- (5) UPS System
- (6) Lighting and Lighting Controls
- (7) Fire Alarm System
- (8) IT Structured Cabling
- (9) Security and Access Control Systems
- (10) AV Systems

7.9 General Requirements

- (1) Attend regular Project meetings with the County
- (2) Provide advice to the County with respect to construction and market conditions
- (3) Collaborate with County staff and the Town of Collingwood to ensure that the proposed building fits into the respective neighbourhood is expected throughout all Phases of the Project. The selected building materials and colour palette must fit into the local context in Collingwood and be designed to reflect its value for a long period of time.
- (4) Along with the modular housing building, the project should include a detailed landscape design with the goal of helping the project fit in with the area through appropriate plantings of trees and shrubs, as well as protecting privacy for adjacent properties.
- (5) The project team shall be comprised of individuals who are licensed, certified, registered, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law and professional associations in the Province of Ontario.

RFP 2024-115 - Supply & Installation of a Modular Affordable Housing Development

Opening Date: November 8, 2024 5:00 PM

Closing Date: December 10, 2024 2:00 PM

Schedule of Prices

The Bidder/Proponent hereby submits this Quote/Tender/Proposal and offers to enter into the Contract referred to and to supply and/or perform all or any part of the Work which is set out or called for in this Request for Quote/Tender/Proposal, at the unit prices, and/or lump sums, hereinafter stated. HST shall be excluded from pricing.

*Denotes a "MANDATORY" field.

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to our organization.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing Schedule

The pricing listed below shall be considered all-inclusive of all items typically used in modular home construction.

Line Item	Description of Work	Lump Sum *	Extended Price
1	Supply & Transportation of the modular		
2	Construction		
3	Commissioning and Deficiencies		

Summary Table

Bid Form	Amount
Pricing Schedule	
Subtotal Contract Amount:	

Bid Questions

The proponent must confirm Yes or NO to the mandatory technical requirements in the bidding system. Proponents confirming No to the following mandatory technical requirements may be disqualified and not evaluated further.

The County reserves the right to validate that proponent meets a mandatory technical requirements with information provided as part of the technical proposal submission

Design/contract administration for multiple (more than 2) 20+ unit multi-residential modular building projects

Forms to be Completed by Bidder/Proponent:

Contractor List of Equipment

The Bidder/Proponent shall list all equipment that will be used for the Work as described herein. All equipment must be in good mechanical and operating condition and must be available for inspection by the Project Administrator, or their designate, as required prior to the equipment being put into service to perform the Work.

Line Item	Equipment Type *	Make and Model *	Year *	Additional Comments
1				
2				
3				
4				
5				

Documents to be Delivered upon Notification of Contract Award

The Bidder/Proponent acknowledges and confirms that if deemed to be the Successful Bidder/Proponent, the following documents will be submitted to the County within ten (10) business days of receiving a notice of Contract award. Failure to provide the required documentation may result in rescinding of Contract award.

New Column	Acknowledgement & Agreement	Confirmation *
Current WSIB Clearance Certificate	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Commercial General Liability Insurance (\$5,000,000.00)	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Automobile Insurance (\$2,000,000.00)	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Professional Liability Insurance (\$2,000,000.00)	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Gradual and Sudden Pollution Insurance (\$5,000,000.00)	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Health and Safety Policy	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Health and Safety Program	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
WSIB Workplace Injury Summary Report (WSIR); within last 90 days	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Health and Safety Staff Training Records	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No
Health and Safety Staff Training Program	I/We acknowledge and agree	<input type="radio"/> Yes <input type="radio"/> No

Contact Follow Up for Inquiries

The Bidder/Proponent shall provide the name and contact information for the person who will be designated as the main point of contact in its organization, for follow-up and inquiries by the County of Simcoe, with respect to this Contract.

Information Requested	Response *
Contact Name:	
Contact Title:	
Direct Telephone Number:	
Cell Phone Number:	
Email Address:	

Certificate of Independent Bid Determination

I/We the Bidder/Proponent, in submitting the accompanying Quote, Tender or Proposal (hereinafter "Quote/Tender/Proposal") to the Corporation of the County of Simcoe Quote/Tender/Proposal in response to the call or request (hereinafter "call") for Quotes/Tenders/Proposals made by the Corporation of the County of Simcoe do hereby make the following statements that I certify to be true and complete in every respect.

I/We certify that:

Description	Response *
<p>1. the Bidder/Proponent discloses that (select one of the following, as applicable):</p> <p>OPTION A:) the Bidder/Proponent has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;</p> <p>OPTION B:) the Bidder/Proponent has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for Quotes/Tenders/Proposals, and the Bidder/Proponent discloses complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;</p>	<div>Select A Value ▾</div> <div></div> <div>*</div>
<p>2. I/We have read and I/we understand the contents of this Certificate;</p> <p>3. I/We understand that the accompanying Quote/Tender/Proposal will be disqualified if this Certificate is found not to be true and complete in every respect;</p> <p>4. I/We am/are authorized to sign this Certificate, and to submit the accompanying Quote/Tender/Proposal, on behalf of the Bidder/Proponent;</p> <p>5. each person who submits a Quote/Tender/Proposal has been authorized by the Bidder/Proponent to determine the terms of, and to submit a Quote/Tender/Proposal, on behalf of the Bidder/Proponent;</p> <p>6. for the purposes of this Certificate and the accompanying Quote/Tender/Proposal, I/we understand that the word "competitor" shall include any individual or organization, other than the Bidder/Proponent, whether or not affiliated with the Bidder/Proponent, who:</p> <p>a) has been requested to respond to this call for Quotes/Tenders/Proposals;</p> <p>b) could potentially respond to this call for Quotes/Tenders/Proposals, based on their qualifications, abilities or experience;</p> <p>7. in particular, without limiting the generality of paragraphs (1) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <p>a) prices;</p> <p>b) methods, factors or formulas used to calculate prices;</p> <p>c) the intention or decision to submit, or not to submit, a Quote/Tender/Proposal; or</p> <p>d) the submission of a Quote/Tender/Proposal which does not meet the Specifications of the call for Quotes/Quotes/Tenders/Proposals; except as specifically disclosed pursuant to paragraph (1)(b) above;</p> <p>8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, Specifications or delivery particulars of the products or services to which this call for Quotes/Tenders/Proposals relates, except as specifically authorized by the tendering Authority or as specifically disclosed pursuant to paragraph (1)(b) above;</p> <p>9. the terms of the accompanying Quote/Tender/Proposal have not been, and will not be, knowingly disclosed by the Bidder/Proponent, directly or indirectly, to any competitor, prior to the date and time of the official Proposal opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (1)(b) above.</p>	<div>Select A Value ▾</div> <div></div> <div>*</div>

References List

Bidders/Proponents shall provide a minimum of three (3) references from organizations in which Work of similar scope has been performed within the last five (5) years. Public Sector references are preferred, but not required.

Where the Bidder/Proponent has provided any previous service to the Simcoe County Housing Corporation (SCHC) or the County of Simcoe, the Bidder/Proponent **must** include this information above complete with the County contact name, title and department in addition to the list of references as requested.

The County may, in its sole discretion, confirm the Bidders/Proponents experience and/or ability to provide the Work by checking the Bidder's/Proponent's references, including any other relevant reference.

By completing this form I/we authorize the County of Simcoe to contact the person or organizations listed below, along with any other relevant references, for the purpose of obtaining reference information relating to the Bidder/Proponent. These persons are authorized to disclose such information:

Description	Reference #1 *	Reference #2 *	Reference #3 *

References - Past County Work Question

Question	Yes or No *	County Contact Name	Title	Department
	<div><input type="radio"/> Yes</div> <div><input type="radio"/> No</div>			

List of Sub-Contractors

The Bidder/Proponent is required to list the Sub-contractor(s) below that will assist in the completion of the Work.

Bidders/Proponents shall not indicated "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Sub-contractor names or any Sub-contractor category in their list of Sub-contractors.

Bidders/Proponents shall, upon request from the Simcoe County Housing Corporation (SCHC), produce a list of references for all proposed Sub-contractors within three (3) business days.

☐ By clicking here I confirm that there are no Sub-Contractor(s) and the Bidder/Proponent shall perform the project with their "OWN FORCES".

Line Item	Name of Sub-Contractor *	Work Type to be Sub-Contracted *	Approximate Value or Percentage of Work Sub-Contracted *
1			
2			
3			
4			
5			

Documents

It is the responsibility of the Bidder/Proponent to ensure the uploaded file(s) is/are not defective or corrupted and able to be opened and viewed by the County of Simcoe. If the attached file(s) cannot be opened or viewed, your Quote/Tender/Proposal may be rejected.

- Proposal * (mandatory)
- Additional Proposal Information * (mandatory)
- Additional Document (optional)

Bonding Upload Instructions

In addition to the on-line submission each Bidder/Proponent shall submit a Bid Security and/or Agreement to Bond, in the amount(s) stated in the Quote/Tender/Proposal document.

While the County prefers that bonds are provided in electronically verifiable/enforceable (e-Bond) format, we understand that this requirement may create difficulties for some Bidders/Proponents. As an interim measure the County may accept scanned PDF copies with the Quote/Tender/Proposal submission.

Originals bonds must be provided within twenty-four (24) hours, upon request.

For more information regarding e-Bonds Bidders/Proponents are encouraged to contact their surety company or visit the Surety Association of Canada at the following link:

<https://www.surety-canada.com/en/ebonding/index.html>

All instruction details for accessing authentication should be included with the uploaded e-Bond.

Bidders/Proponents shall upload the Bid Security and/or Agreement to Bond to the County's Bidding System, in the bid submission section labelled "Bid Security or Agreement to Bond," as applicable.

Any costs associated with e-Bonds are the responsibility of the Bidder/Proponent.

- Proposal Security * (mandatory)
- Agreement to Bond * (mandatory)

Declarations

I/We, the Bidder/Proponent, having carefully examined the bid document, including the General and Supplemental Terms and Conditions, Scope of Work and all documents relating thereto, and having a clear and comprehensive knowledge of the Work required under this bid process, hereby submit this Quote/Tender/Proposal to supply the goods and/or services, and all components thereof in accordance with the Specifications, as required by the County of Simcoe and as outlined in the Quote/Tender/Proposal.

THE BIDDER/PROPONENT HEREBY AGREES:

1. to comply with the General Terms and Conditions, Supplemental Terms and Conditions as well all other terms, conditions and Scope of Work stated in this Quote/Tender/Proposal;
2. that this Quote/Tender/Proposal is subject to the acceptance of the County;
3. that, among other matters, the lowest or any Quote/Tender/Proposal will not necessarily be accepted by the County;
4. to undertake to provide any products and/ or services as required by the County in accordance with the Quote/Tender/Proposal;
5. to identify in their Quote/Tender/Proposal material, records that reveal trade secret or scientific, technical, commercial, financial or labour relations information that has been supplied in confidence. Complete submissions and total Quote/Tender/Proposal amounts cannot be marked confidential. Requests for access to records may be administered pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA); and
6. that the information contained in the hyperlink below has been read and understood and that all Work performed as a result of Quote/Tender/Proposal will be carried out in accordance with the Accessibility for Ontarians with Disabilities Act, 2005.

[Accessibility Compliance Form](#)

THE BIDDER/PROPONENT HEREBY DECLARES:

1. no person, firm or corporation, other than the Bidder/Proponent, has any interest in this Quote/Tender/Proposal;
2. this Quote/Tender/Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person submitting a Quote/Tender/Proposal for the same Work and is in all respect fair and without conflict of interest, collusion or fraud. See "Certificate of Independent Bid Determination";
3. there is no actual or potential conflict of interest relating to the preparation of our Quote/Tender/Proposal submission, nor do we see any actual or potential conflict of interest in our performing the contractual obligations contemplated in the Quote/Tender/Proposal.
4. the Bidder/Proponent will honor the submitted prices and/or rates, and all other components and terms of this Quote/Tender/Proposal from the Quote/Tender/Proposal Closing Date and Time for Irrevocable period of time specified in the document or until a Contract is signed with the Successful Bidder(s)/Proponent(s), whichever comes first.
5. the Bidder/Proponent has fully reviewed the information contained in this Quote/Tender/Proposal and submits this Quote/Tender/Proposal in anticipation of the fulfilment of the requirements at the prices and/or rates quoted;
6. that my company is authorized to propose and accept responsibility for the Quote/Tender/Proposal submitted in response to the County's competitive bid process as being complete and accurate based on the information provided;
7. that I have the authority to bind the Corporation and submit this Quote/Tender/Proposal on behalf of the Bidder/Proponent;
8. the Bidder/Proponent accepts and agrees to the General and Supplemental Terms and Conditions and all other terms, conditions and provisions of the Quote/Tender/Proposal in their entirety, without qualification; and
9. this Quote/Tender/Proposal has been authorized by a duly authorized signing officer.

■

The Bidder/Proponent certifies that it is understood, acknowledged and agreed that by submitting a Quote/Tender/Proposal, I/we accept and agree to be bound by all of the terms and conditions disclosed in the bid document and, in particular, the General Terms and Conditions and Supplemental Terms and Conditions, as applicable. These terms and conditions shall apply to all Work, whether tangible or intangible, and include all goods and services, to be provided by the Successful Bidder(s)/Proponent(s).

I acknowledge the statement above is **not applicable** to submissions in response to a **Request for Information** or a **Request for Expression of Interest**.

Additionally,

1. The Bidder/Proponent acknowledges that they are aware of and will abide by the provisions of the Occupational Health and

- Safety Act, RSO 1990, c. O.1 ("OHSA"), as amended, and the regulations, policies, and guidelines thereunder;
2. When sub-contractors will be utilized the Bidder/Proponent declares that only sub-contractors that comply with the OHSA shall be permitted to perform Work under this Contract; and
 3. The Bidder/Proponents declares that only competent persons will be performing Work under this Contract and that all workers have received Health and Safety training and work-specific training as required under OHSA.

The Bidder/Proponent shall declare any potential Conflict of Interest that could arise from my/our submission in response to this bid opportunity, in accordance with the Conflict of Interest clause as stated in the bid document, if applicable.

Indicate if you have a potential Conflict of Interest?

☒ **Yes** ☐ **No**

The Bidder/Proponent acknowledges and agrees that the addendum/addenda below form part of this bid document and have been read and fully understood.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



RFP 2024-115 Supply and Installation of a Modular Affordable Housing Development

Schedule A – Modular Requirements

The specifications listed below shall not be considered an all-inclusive list of final specifications. The Proponent shall also include all items typically used in modular home construction as a final product to be included with their costs.

UNIVERSAL DESIGN AND ACCESSIBILITY

- The entire project, including common areas and dwelling units, shall have full universal design and meet the universal standards in CSA B651:23 and B652:23 documents to meet the minimum Canada Mortgage and Housing Corporation (CMHC) funding requirements.
- The barrier-free dwelling units shall meet or exceed Ontario's accessibility design standards.
- Thresholds and transfer of elevations to be no more than 10mm height difference
- Compliance with the *Accessibility for Ontarians with Disabilities Act*
- Eligible for Rick Hansen Foundation Accessibility Certification

EXTERIOR CLADDING

- All exterior cladding materials are to be durable and low maintenance. Installation must be reviewed and signed off on by the siding manufacturer to ensure warranty is maintained.

MAIN ENTRY AND EXIT DOORS

- To supply and install new entry 42" x 80" insulated Doors and thermally-broken Frames.
- Commercial Aluminum thermally-broken frame with glass doors with Salto system (specify live readers and details for Salto) Specify standard door width for entry.
- To supply and install new exit 36" x 80" insulated steel Doors and thermally-broken Frames.
- Entry Doors to come pre-primed on both sides from the factory.
- Double insulated Doors for door for garbage room and maintenance room.
- Roll-up insulated Door with power-operator and remotes for maintenance room.
- Door to come with magnetic weather-stripping, and all necessary sill extensions.
- Brick mould to be maintenance free – Vinyl.
- No hollow capping permitted.
- To supply and install interior hinge pin door stops on all entrance doors.
- Forward receipt and warranty documentation to the Owner with an invoice upon completion

SUITE ENTRY DOORS

- Use of plastic laminate fire-rated (1 hour) wood doors with double peepholes (accessible and standard), and hollow metal frame doors to be a minimum of 950mm x 2150mm. Colour is to be determined with the Owner.
- Complete with Salto Access Control System.

ENTRY LOCKS AND SYSTEMS

- To supply and install passage lever handle and SALTO keyless Deadbolt on all Doors except interior suite doors.
 1. The system will be a Salto Access Control System which will be installed as a complete new system and will operate as a dedicated wireless network. The system will control access into all accommodation rooms together with selected external entrance doors of each building and tenant access rooms as per hardware schedule.
 2. The Salto wireless, battery powered proximity controlled door lock assemblies will be fitted to specified doors and will be connected via wireless Repeater and Gateway units to the structured cable network. Wireless Repeater and Gateway units will be located on each floor within the building at locations determined by installer; the Gateway units will connect directly to the structured cable network via an adjacent RJ45 socket.
 3. All Gateway units will have Power over Ethernet Functionality IEEE 802.3af (POE) with their power being delivered via the structured cable network from appropriate POE Switches located in the building IT room.
 4. Specified external doors will each be fitted with an external Proximity Card Reader, Solenoid Lock and associated Control Unit; the Control Unit will connect directly to the structured cable network via an adjacent RJ45 socket. The status of all controlled doors will be monitored by the system which will support alarm functionality in the event of the doors being breached or left open.
 5. Meet with the Consultant and Owner to finalize access requirements
 6. Locks to come with finish selected by Owner.
- Forward receipt and warranty documentation to the Owner with invoice upon completion
- Design front-loading mailboxes to meet the requirements of Canada Post. Front loading main door to incorporate lock provided by Canada Post. Acceptable mailbox manufacturers:
 1. 'Model 1100-FL' by Canadian Mailbox Company
 2. 'Model 6000' by Riopel Mailboxes

ELEVATORS

- Two Elevators to facilitate adequate transportation for persons of all abilities.
- The elevators should be suitable in size and weight capacity to accommodate move-in/out activities and emergency response equipment. Base specification shall be designed on a Hydraulic Elevator. (Delta Elevator Company, Elevator 1, Federal Elevator, Otis and Thyssenrupp, or Approved Equal).
- Include non-proprietary built-in remote diagnostic module to relay constant status of elevators and control system to a 24-hour, 7-days-a-week, central monitoring facility.
- Elevator Equipment Summary:
 1. Application: Machine Room Less - 1587 Deep MRL
 2. Counterweight Location: Side
 3. Service: General Purpose Passenger
 4. Quantity of Units: 2
 5. Capacity: 2@1587 kg.
 6. Rear Openings: 1 at main floor west cab, 0 at 2nd cab
 7. Platform Size: 2@1610 mm wide x 2032 mm deep for each

- 8. Door Type: Two-Speed Side Opening
- 9. Cab Height: 2286 mm
- 10. Door Width: 1067 mm
- 11. Power Supply: 600 Volts 3 Phase 60 Hz
- Manufacturer/installer shall guarantee materials and workmanship of equipment installed under these specifications and make good, defects not due to ordinary wear or to improper use, which may develop within 2 years after Substantial Completion of the Project. The Warranty shall cover the cost of all parts and labour for this 24-month period.
- Finish to be 16 ga. stainless steel satin finish with plastic laminates and wood veneers on decorative cab panels
- Emergency Battery Operation 1. Non-Proprietary Controls 1. Elevating device control equipment must be non-proprietary. If a site-specific service tool or onboard diagnostic tool is required to render the control equipment non-proprietary, it must be provided with the elevating device. The tool must allow full access to fault codes and maintenance-related parameters and must allow complete and thorough maintenance service to be performed by any properly licensed and qualified Elevator Contractor. The tool must come with a user manual that also defines and explains all error codes, including required fixes. The service tool must remain the property of the building owner. Comply with all O.B.C., elevator manufacturer, and Ministry Elevator Code requirements for design and installation.
- Elevator Components:
 - 1. Braille and audible signals.
 - 2. Cab Pads and Fasteners: 4 set(s). (Stainless Steel Heavy Duty Fasteners and HD Pads)
 - 3. Camera Provisions.
 - 4. Car to Lobby Feature.
 - 5. Dispatch protection.
 - 6. Door nudging.
 - 7. Emergency Lighting.
 - 8. Emergency Power: on-site Generator for both elevators
 - 9. Failed car.
 - 10. False car canceling.
 - 11. Firefighter's Service.
 - 12. Independent service.
 - 13. Infrared light curtain door protection.
 - 14. Inspection service.
 - 15. Load weight bypass.
 - 16. Locking service panel in car operating panel.
 - 17. Remote monitoring capable.
 - 18. Status Panel Indicator.
 - 19. Telephone, ADA compliant.
 - 20. Handrails and bumper stickers
 - 21. Pad Hooks: Included (Stainless Steel Heavy Duty Hooks-Fixed)
 - 22. Protective Pads: 4 sets, 1 per elevator

SECURITY

- Exterior and interior security cameras connected to the County of Simcoe's network. Security system to be strategically placed for adequate outdoor and common space security coverage throughout the building.
- At a minimum, locate cameras in the following areas (coordination with the Owner):
 - main entry points into the building, including all exit and entry areas
 - common hallways
 - main lobby
 - staircases
 - exterior parking area
 - common rooms
 - any exterior storage areas

FIRE AND LIFE SAFETY

- It is the responsibility of the Proponent to ensure all life safety system requirements of the Ontario Building Code and the Town of Collingwood are met.
- Adequate fire safety equipment for the size and form of building proposed, including any smoke and CO detectors in each unit.

SMOKE ALARMS

- To supply and install new sealed 10-year (from year of occupancy) hardwired 3 in 1 combo detectors in all required locations as per OBC. Combo units to have a manufacture date as the same year as building occupancy.
- All operating instructions to be left on site.

PAINTING

- Prime and Paint (2 coats) all walls with Semi-gloss latex paint. Paint colour must be neutral, confirm with the Owner prior to start date.
- Do not paint light fixtures, vinyl windows, vinyl or rubber casings, handles, plug covers, etc. unless requested otherwise by the Owner.
- Leave unused cans on-site for future touch ups.
- Forward colour swatch to the Owner with invoice for future reference.

INDOOR AIR QUALITY AND MATERIALS

- The proponent will be required to use materials which have not been shown to affect human health in their manufacture, use or disposal.
- All proposed building materials will be submitted to the Owner during the design process.

WINDOWS

- To supply and install new vinyl awning windows: hinged on top and open with a levered mechanism for accessibility and airtightness/energy efficiency.
- All windows to come Low E Argon & Energy Star Rated.
- All windows to come with jamb extensions to suit wall depth.
- To come with maintenance-free brick mould.
- All exterior and interior finishing to be included.

- Interior casing/trim to be minimum 19mm thick x 89 mm wide finger-jointed poplar or whitewood.
- All casing to have nail holes and joints filled/puttied and painted.
- Wood Baseboards: 19 mm thick x 140 mm high, finger-jointed poplar or whitewood.
- Forward receipt and warranty documentation to the Owner upon completion.

ATTIC OR FLAT ROOF INSULATION

- To supply and install mor-vents/ baffles into each rafter space to suit insulation depth.
- To build and secure retainer around attic hatch to hold back insulation.
- To blow in fiberglass wool insulation to approximately 18.5" in total to achieve R60.
- To insulate back of attic hatch using rigid board insulation, if applicable.
- To install weather stripping around face of attic hatch to ensure it seals properly.
- All items and installation must meet current energy requirements/OBC.

ROOFING

- Design roofs with sufficient slope and structural support to snow load and prevent water retention.
- Specify snow retention systems, such as snow guards or snow fences, to prevent sudden snow slides and protect building occupants and surroundings, if applicable.
- Roofing materials to provide a minimum 25-year warranty.
- To supply and install new drip edge around the perimeter of roof.
- Venting must be adequate for square footage of attic space. Venting to be either Max Static Vents or Ridge Venting.
- Supply and install new ABS flashing around all vent stacks.
- Remove all debris, shingles and nails off site.
- Forward receipt and warranty documentation to the Owner with invoice upon completion.

EAVESTROUGH AND DOWNSPOUTS (if required)

- To supply and install new seamless aluminum eaves trough on all eaves with proper slope for drainage.
- To supply and install necessary aluminum downspouts.
- To supply and install Low Profile Vinyl Downspout Extensions.
- To seal with silicone where required.
- To provide galvanized HSS columns at all downspouts. HSS to be a maximum of 3/16" thick. HSS to be powder coat painted to match finishes. All fasteners to be stainless steel. HSS to be a minimum of 10'-0" in height at all downspouts.

KITCHEN

- Kitchen Design to meet CSA standards.
- To supply and install all new Kitchen Cabinets as per approved drawings. Cabinets to come with solid wood framing and wood veneer, laminate or melamine doors. Colour and style of cabinets are to be verified prior to installation.
- To supply and install Kickboard: 105 mm high at standard kitchen, 200mm high at barrier free kitchens, 2- 19 mm exterior grade plywood with general purpose plastic laminate or rubber to match cabinet gables.
- To supply and install all kitchen cabinet hardware including handles/pulls. All hardware to be nickel in colour. Any changes must be verified/ approved by the Owner. Blum

Blumotion 110 Special, soft close. Include two rubber bumpers per door per Blum #TP1950 adhesive type and elbow catch per Ives 2-A3. .2 Hettich Sensys Silent System Series, 8675, 110 opening angle.

- Door and drawer pulls: GSH 360A 150mm stainless steel bar pull, back mounted with zinc plated machine screws. Richelieu approved equivalent is acceptable.
- Drawer Slides: full extension type, self-closing, side mount, steel ball bearings, nylon rollers, clear zinc finish.
- Pull Out Board (Barrier Free Kitchen below Wall Oven): 19mm thick solid maple, laminated 50 mm widths, on 19 mm plywood substrate, 19 mm maple side and rear rails, 19 mm drawer front, with full extension type, side mount, minimum 45.36 kg. load capacity, steel ball bearings, nylon rollers, and clear zinc finish.
- To supply and install quartz countertops: Silestone by Cosentino or East Mountain Quartz Inc. 20 mm thick, with eased edges. All peninsula corners are to be rounded. Provide a single mock-up for the Owner and Consultant review prior to continuing with the work. Colour to be verified by the Owner prior to installation. Ensure all countertops are caulked where necessary.
- To supply and install a new stainless steel or sil granite double kitchen sink. To supply and install new sink fixture. Fixture to be single handle, nickel finish with Water Sense label. Proponent to be either Moen or Delta.
- All appliances must meet accessibility standards and be ENERGY STAR certified where available. Brand and model numbers of the proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square foot. 18 CU. FT.
- Double Door Free Fridge
- Overhead Cabinet Above Refrigerator
- Lighted Power Hood W/Fan Over Stove, if required
- Backsplash from Countertop to Cabinet/ceiling
- Bulkhead/Valance Over Cabinets to Ceiling
- Adjustable Shelves
- 30" 4-burner cooktop and a 27" Frigidaire (Model FGEW276SPF) wall oven with side opening door for BF units
- 30" smartburner stove and oven
- 18 cu. ft. bottom-mount refrigerator
- 30" - 33" wide side by side refrigerator for BF units

FLOORING

- Living Areas & Kitchen:
 - Proponent shall install engineered vinyl plank flooring with matching transitions and mouldings at doorways, termination points and where flooring butts up to dissimilar flooring surfaces.
 - All flooring transitions to be reviewed and approved by the Owner.
 - Brand and style of proposed flooring shall be included with the submittal.
 - Final color and style shall be selected by the Owner.
- Bathrooms:
 - Proponent shall install Schluter waterproofing or approved equivalent and non-slip ceramic tile flooring in bathroom and shower areas.
 - Brand and style of proposed flooring shall be included with the submittal.
- Final colour and style shall be selected by the Owner.

- To supply and install glue down Resilient Vinyl Plank flooring throughout unit.
- Flooring must be minimum 3.8 mm in thickness.
- Soundproofing to be installed between floors.
- To supply and install new white baseboard throughout and caulk to flooring.
- To supply and install any transitions/ reducers/ nosings necessary.
- To remove all debris and leave work area clean.
- Forward receipt and warranty documentation to the Owner with invoice upon completion.

MECHANICAL AND ELECTRICAL

- The Proponent is required to outline a plan with respect to major mechanical systems for heating, cooling, supply of fresh air, and delivery of hot and cold water.
- It is the responsibility of the Proponent to select the preferred approach to energy savings. Proponents shall consider the complexity of systems (minimized), longevity of useful life (maximized) and cost of operating mechanical systems (minimized), and tenant wellness (maximized) when selecting a recommended approach.
- Proponents are encouraged to utilize mechanical systems which will enable submetering of utilities to tenants.
- There shall be a centralized building automation system (BAS), accessible remotely and zoned appropriately, such as Honeywell Total Connect Comfort or equivalent.
- Include suite controls that can be locked for tenant adjustment of +/- x oC
- Suites are to be equipped with either Fibre Optic or Cable utility. For clarity, units shall not be equipped with analog telephone infrastructure.

HEATING AND COOLING SOURCE

- Individual suite metering via Powerstream Energy Services

HOT WATER

- To supply & install hot water tank with appropriately sized drain pan piped to drain.
- Centralized hot water system with smart-circulation is preferred.
- Must be Energy Star rated.

ELECTRICAL

- To supply and install surge protector on main Electrical Panel.
- Capacity for future Electrical Vehicle Electrical Panel - 60 amps.

INTERIOR LIGHTING

- All lighting will be energy efficient (i.e. LED or equivalent) and will have full daylight spectrum capabilities.
- Suite lighting will have warm colour option.
- The use of down-lighting, where appropriate (i.e. kitchen, bathroom) is encouraged – any downlighting solutions shall have long-term ease of replacement.

EXTERIOR LIGHT FIXTURES

- To supply and install outdoor wall lights at all entrances. Lights to be black in colour & LED compatible.
- Adequate exterior lighting for security and safety.
- Exterior lighting Plan to be approved by the Owner

- To supply and install LED exterior bulb in fixture. Minimum 60-watt equivalent.
- Dark sky compliant fixtures.
- Smart lighting control.
- Photometrics Study as required for Site Plan Approval.

INTERIOR DOORS

- To supply and install 5 or 6-panel pre-hung textured & primed interior doors pre-drilled for latchset.
- Paint doors and frames white in colour using semi-gloss latex paint.
- To supply and install lever-style door handles.
- Nickel finish unless approved by the Owner.
- To supply and install hinge pin doors stops on all interior doors.

BATHROOM

- To include a 3-piece washroom with a walk-in shower and bathroom floor drains
- Vanity:
 - Beveled Mirror Medicine Cabinet
 - Light Strip Over Lavatory
 - To supply and install 30" vanity in both bathrooms.
 - Vanity to come with 1 piece sink & countertop.
 - Fixture to be single handle, nickel finish with Water Sense label.
 - Proponent to be either Moen or Delta.
 - Countertops: Formica Pietra Grafite 7402-11 at countertops for Commercial millwork, bathroom vanities, laundry room counter.
 - Caulk where necessary.
 - Colours/ style to be verified with the Owner prior to install.
 - Supply and install door handles/hardware if not supplied with vanity.
 - Nickel finish.
 - Furring, blocking, nailing strips, grounds, rough bucks and sleepers.
 1. Birch, Maple, S4S.
 2. Board sizes: "Standard" or better grade.
 3. Dimension sizes: "Standard" light framing or better grade.
 4. Concealed framing: Birch, Maple species, NLGA No. 1 grade.
 5. Gables, tops, bottoms: melamine finish particle board, 16 mm thick, with 2 mm PVC edge banding, including all edges of removable shelves.
Provide marine grade plywood at all gables in contact with floor
- Showers:
 - To supply and install barrier-free walk-in Mr. Marble or approved equivalent showers in bathrooms.
Shower Surrounds: Solid Marble Surfaces as manufactured/supplied by Mr. Marble, 10 mm thickness for walls. Marble on wall with shower fixture to be attached with stainless steel fasteners, two other shower surround marble surfaces to be adhered. Three-piece surround for all shower walls. Provide one full piece per wall from floor or tub deck to ceiling. Colour: M37 from Mr. Marble. (www.mrmarble.com)
 - To supply and install blocking and permanent grab bar-rated shower curtain rod.
 - To supply and install shower fixtures.

- To supply and install grab bars and blocking and retractable shower seat and blocking in all units.
 - Fixture to be single handle, nickel finish with Water Sense label.
 - Fixtures to be either Moen or Delta.
 - To caulk where necessary.
 - Verify style of Shower surround with the Owner prior to install.
- Toilets:
 - To supply and install 1 Caroma Somerton Smart Easy Height Elongated Bowl #829109W Tank #810788W
1.28/0.8 gpf (4.8/3 l) Water Saving Dual Flush High Efficiency Toilet (HET)
Two Piece Ultra Low Flush Vitreous China Washdown ToiletWC-1
 - Include any plumbing modifications as required.
 - Any other Proponent or changes in spec must be approved by the Owner.
 - To supply and install grab bars.
- Exhaust Fan or ERV booster:
 - Supply & install new ventilation exhaust fans or ERV booster in bathroom.
 - Fan must be minimum 100 cfm & Energy Star rated/qualified.
 - Fan must be humidity sensing.
 - All exhaust fans ductwork must be properly insulated & vented to the outside.
 - Leave operation manual with the Owner.
 - Forward all receipts and warranties to the Owner upon completion.

BUILDING COMMON AREAS

- Indoor amenity areas should be centrally located, adjacent to outdoor common space, and ideally located on the ground floor.
- Tenant common room to include barrier-free kitchen, seating area, and a focal point such as a picture window and/or fireplace.
- Provide adequate waste and recycling rooms or waste/recycling solutions in a conveniently located area.
- If garbage chutes are included, they should be centrally located and must be designed to meet the requirements of the fire authority, and must be soundproofed.
- Entrance(s) to residential areas should be secured and would ideally consist of a vestibule.
- One residential entrance shall be identified as the main entrance and equipped with communications/access equipment connectable to mobile phone systems.
- Corridors shall meet universal design requirements.
- Stairwells shall be proposed, strategically placed in visible and central areas, and should be inviting spaces to encourage regular use rather than emergency use only.
- Natural light in corridors and stairwells is preferred.
- Surface Mounted Hand Railing and Brackets mounted on both sides of the corridor, 80mm with 3 visible matching screws, for 1-1/2" (38.1mm) diameter solid maple hardwood round, as manufactured by Richelieu, product 22820ORB, Oil Rubbed Bronze finish. Masonry installation to use lead expansion shields. Install wood handrails in the longest available supplied lengths, continuous, and uninterrupted on walls at both sides of corridor except at suite doors, unless directed otherwise by consultant. Maximum unsupported handrail length to be 1800mm.

CONTINUITY OF THERMAL BARRIER

- The design of the walls, floors, and all connections to other building components must demonstrate minimal thermal bridging and be designed to limit the continuity of thermal bridges where they occur in the course of construction.
- Ensure windows and doors are properly sealed and insulated to prevent air leakage, drafts, and condensation.
- Provide insulated frames, thermal breaks, and weatherstripping to enhance energy efficiency and cold weather performance.
- Provide window-to-wall connection details showing continuity of thermal and vapour barriers durable to withstand transportation, where applicable.
- Demonstrated energy efficiency (an energy model that exceeds the energy efficiency standards in the 2017 National Energy Code for Buildings (NECB) for Part 3 Buildings or 2015 National Building Code (NBC) for Part 9 Buildings).

AIR TIGHTNESS AND MOISTURE MANAGEMENT

- Require an airtight building envelope to prevent cold air infiltration and heat loss, as well as condensation, frost accumulation, and moisture damage within the building envelope.
- Provide effective air and vapour barrier materials and installation techniques to minimize air leakage around windows, doors, penetrations, and joints.
- Conduct blower door tests to verify air tightness and identify areas requiring additional sealing, before shipment, where applicable.
- Ensure proper ventilation and moisture removal systems to maintain indoor air quality and prevent mold growth. Refer to the Mechanical and Electrical section for Air Make-up Unit/Energy Recovery Ventilator details
- Under full design conditions and pressures no water penetration to the building interior side of the assembly shall occur.

OUTDOOR SPACES

- The site plan must meet all of the Town of Collingwood's Official Plan and zoning requirements and approvals.
- The site plan should incorporate an outdoor open area that is universally accessible from the main building and promotes positive social interactions.
- Rooftop amenity areas may be considered.
- Exterior bike parking area(s) to be provided.
- Creative solutions to enhance indoor-outdoor connections and support healthy and pet-friendly lifestyles are encouraged.
- To supply and install a smoking shelter (12 x 12) with panels on two side, including lighting and receptacle.

LANDSCAPING

- An accessible outdoor amenity area should include an outdoor shelter with an accessible electrical outlet with USB charging and area light installed within.
- Open space networks with barrier-free access with raised 24" planter boxes could connect to any existing pedestrian networks.
- Retain as many mature trees as feasible and plant additional trees where suitable.
- Landscape plantings should be native, non-invasive, low-maintenance, salt-tolerant, and suited to the soil condition.

- They shall provide visual interest on-site through coniferous and deciduous plantings and species that change their appearance seasonally.
- Native plantings should form the majority of the landscape vegetation throughout the whole site, with choices to provide colour and texture throughout the four seasons
- Landscape plantings in the yards should be visible from streets, sidewalks, and/or other public spaces that are abutting adjacent properties, common outdoor areas, and surface parking lots.

CONCRETE CURBS AND SIDEWALKS

- Base: Granular "A", OPSS 1010.
- Concrete: CAN3-A23.1/A23.2 air-entrained, 5% to 7%, 35 MPa at 28 days.
- Reinforcing steel bars: CSA G30.12-M, Grade 400 as required.
- Reinforced sidewalks to include welded steel wire fabric: CSA G30.5-M
- Install concrete walks and curbs as indicated on drawings.
- Expansion joint filler: preformed, non-extruding, and resilient bituminous, OPSS 1308 for Type "A".
- Sawcut control joints in curbs and gutters at intervals of 4.5 m.

PARKING

- All parking provided should be surface parking. Use of low-maintenance permeable surfaces is encouraged. Any surface proposed should be easily cleared of snow and avoid weed growth
- Parking should be located at the rear of the building. Where parking is exposed to a public street, it will be screened through low-maintenance landscaping or architecturally appealing fixtures.
- Parking variances to the existing zoning bylaw are to be verified by a parking study to be performed by the Proponent.
- 0.5 spaces per studio/1-bedroom unit.
- Parking for visitors and staff.
- Accessible parking areas should be shown on the site plan.
- Supply and install mounted prefinished site signage as indicated on site plan, including 'No Parking', 'Fire Route', and 'Barrier Free Parking'.
- All Site signage is to comply with the requirements of the Accessibility for Ontarians with Disabilities Act (AODA) and Town of Collingwood By-laws for Parking Standards.

EXTENDED WARRANTIES

The following required written extended warranties shall cover defects or deficiencies due to faulty materials, fabrication or installation which become evident prior to and during the periods indicated below (years from Occupancy):

- a) Asphalt Paving two years
- b) Concrete Walks and Curbs five years
- c) Metal Soffits five years
- d) Roofing Systems twenty-five years
- e) Sealants five years
- f) Aluminum Doors and Frames ten years
- g) Wood Doors three years
- h) Aluminum Windows and Guards ten years



- i) Vinyl Windows ten years
- j) Finish Hardware five years
- k) Glazing ten years
- l) Acoustic Ceilings ten years
- m) Resilient Flooring five years
- n) Carpet Tile five years



Procurement Fleet
and Property

County of Simcoe
Procurement, Fleet
and Property
1110 Highway 26,
Midhurst, Ontario
L9X 1N6

Main Line: (705) 735-6901
Toll Free: 1-800-263-3199
simcoe.ca

RFP 2024-115 Supply and Installation of a Modular Affordable Housing Development

Schedule B – Town of Collingwood Reference Material

[Town of Collingwood new Official Plan](#)

[Town of Collingwood Zoning By-law](#)

[Town of Collingwood Housing Zoning By-law Amendment](#)

[Town of Collingwood Affordable Housing Master Plan](#)

[Town of Collingwood Urban Design Manual](#)