



**Request for Proposal – RC-02-2025
Blyth Daycare Expansion**

***** ONLY HARD COPY BID SUBMISSIONS WILL BE ACCEPTED FOR THIS
PROPOSAL *****

Request for Proposal – REC-2025-02 Blyth Day Care Expansion

The Corporation of the Township of North Huron shall hereinafter be referred to as “the Township” or “the Owner”.

The Township shall **ONLY** accept **HARD COPY BID SUBMISSIONS** for this Proposal submitted through the Township’s Townhall Office (274 Josephine Street, PO Box 90, Wingham ON. N0G 2W0. Bids submitted and/or received by any other method shall be rejected, unless the Township has instructed otherwise by published Addendum.

Bidders must have created an account in the Township’s bidding system and be registered as a plan taker for the bid opportunity, which will enable the Bidder to download the bid document(s), receive and download addenda notification and to submit their bid electronically through the Township’s bidding system. When creating and/or updating your account we encourage you to add additional company contacts to create their own login to the Township’s bidding system ([Bids and Tenders - North Huron](#)). This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) bids for which your company is a registered plan taker for. These contacts will have authority to act on your company’s behalf and will be permitted to; receive addendum notifications from the Township’s bidding system to submit bids electronically through the Township’s bidding system(n/a) and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf. Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition, for example (a company may have two divisions that could compete for the same bid opportunity).

The onus is on Bidders to ensure their bid submission is received no later than the closing date and time. Bidders are cautioned that the timing of their bid submission is based on when the bid is **RECEIVED** by the Township not when a bid is submitted by a Bidder, as bid transmission can be delayed. A bid submission will only be considered to have been submitted once it has been **RECEIVED** by the Township, Townhall Office, regardless of when the bid was submitted by the Bidder. The closing date and time shall be determined by the Township’s front office clock.

For the above reasons, the Township recommends that the Bidder allow sufficient time to submit their bid submission and attachment(s) (if applicable) and to resolve any issues that may arise.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this bid document from a third party, the onus is on the Bidder to create an account on the Township’s bidding system and register as a plan taker for the bid opportunity.

Only bid documents posted on the Township’s bidding system website ([Bids and Tenders - North Huron](#)) are to be considered the “official” documents. The

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Township accepts no responsibility for the accuracy of information found on other websites.

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

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Section 1 RFP Information

1.1 Submission of Proposals

Proposal Submissions for RFP- RC- 2025-02 Blyth Daycare Expansion will be received by Hard Copy submission through the Township’s Townhall main Office.

***** ONLY HARDCOPY BID SUBMISSIONS WILL BE ACCEPTED FOR THIS PROPOSAL *****

No prices are to be read out, with prices being included in a separate file bearing the name “Cost Estimate”, however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

Should the agency receive a Vendor Submission that is subsequently found to be from a vendor that is not a registered Plan Taker with Bids and Tenders at [Bids and Tenders - North Huron](#), and the vendor did not obtain the Document from Bids and Tenders, the Agency reserves the right to reject the Vendor Submission as non-compliant and give it no further consideration for contract award.

1.2 Schedule of Events

The schedule provided is for guidance only and the Township reserves the right to modify or eliminate any aspect of the schedule.

Event	Date, Location
Tender Release Date	Friday, February 21, 2025
Closing Date and Time	Friday, March 7, 2025 @ 2:00PM
Mandatory Site Meeting	Wednesday, March 5 2025 @ 1PM
Earliest Start Date	Wednesday, March 19, 2025
Completion of Works	December of 2026

1.3 Proposal Documents, Drawings & Addenda

The bidder shall verify that these Proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not sent with this document. You are required to go to the

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Township’s website where under the description of this RFP you will find links to the RFP Requirements, addenda and any related information not sent with this document. Shortages shall be reported immediately to the Township via [Bids and Tenders - North Huron](#) by clicking the “Submit a Question” button associated with the bid opportunity.

The Township will issue any changes/additions/deletions to the RFP or terms and conditions. Any and all addenda issued by the Township shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Township will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on the Township’s Bid Opportunities website [Bids and Tenders - North Huron](#) for downloading by bidders. It is the bidder’s sole responsibility to download and review all Addenda, and acknowledge that Addenda were downloaded from the Township’s Bid Opportunities website, and, that the pricing quoted includes the provision set out in such Addenda.

Addenda will not be sent to bidders via facsimile or e-mail.

Each Proponent must satisfy themselves, by their own study of the RFP Documents and related information, as to the practicality of completing the Work successfully as described. There will be no consideration of any claim after submission of RFP’s that there is a misunderstanding with respect to the conditions imposed in the Agreement.

1.4 Retrieval of Official Documentation

Only documents provided to Bidders by via [Bids and Tenders - North Huron](#) are to be considered the "official" documents. The Township accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check via [Bids and Tenders - North Huron](#) to verify they have received all relevant information. The Township reserves the right to not accept a bid submission if determined that the documents have been altered from the Township’s own official documents.

1.5 Withdrawal of Submission

A Proponent may request that their Proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Purchasing Department before the proposal closing time.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent.

The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

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1.6 Submission Instructions

Proponents shall submit all Proposals through the Township’s Townhall Main Office prior to the Closing Date and Time to the following via HARD COPY:

ATTN: Interim CAO/ Director of Legislative Services/Clerk

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274 Josephine St.

PO Box 90

Wingham ON.

NOG 2W0

1.7 Consultants to Investigate

Engineering firms submitting a Proposal shall understand and acknowledge that while this Request for Proposal outlines the scope of work and specific requirements, the Engineers shall satisfy themselves by such means as they prefer, as to the extent of work required to complete the assignment.

1.8 Fee Holdback

The Township will impose a holdback on overall fees as per the Township’s Purchasing of Goods, Services and Construction policy.

1.9 Engineering Agreement

Prior to commencing work on the project, the successful Engineer will enter into an Agreement for Professional Engineering Services with the Township based on the Township’s Request for Proposal Information Package and the Engineer’s submitted Proposal.

1.10 Township Purchasing Policy

The Township’s Purchasing of Goods, Services and Construction Policy form an integral part of this proposal document. The Policy and Procedures apply to this proposal process. A copy of the Township’s Purchasing Policy can be found on the Municipal Website www.northhuron.ca.

1.11 Insurance

- a. The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:

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- (i) a contract of **general liability** insurance for its operations, with limits of not less than Five Million (\$5,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:
- personal injury including death;
 - property damage or loss (direct or indirect and including loss of use thereof);
 - broad form property damage;
 - contractual liability;
 - non-owned automobile liability;
 - products – completed operations;
 - contingent employers liability;
 - cross liability;
 - severability of interest; and
 - blanket contractual liability.

The policy of insurance shall name the Township of North Huron as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Township; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Township thirty days prior written notice.

- (ii) a policy of **motor vehicle liability** insurance of standard wording, covering motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated with coverage of not less than Two Million (\$2,000,000.) exclusive of interest or costs per occurrence.

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

- c. No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Township.

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- d. The Consultant shall provide or cause to be provided to the Township, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Township shall derogate from or diminish the Township's rights or the Consultant's obligation contained in this Agreement.
- e. If at any time the Township is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Township.
- f. The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- g. All policies of insurance shall be:
- written with an insurer licensed to do business in Ontario;
 - in form and content acceptable to the Township acting reasonably;
 - be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Township; and
 - contain an undertaking by the insurers to notify the Township in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.
 - Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Township, forfeiture of the Contract.

1.12 Health and Safety and WSIB

The successful Proponent is required to conform to the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

The successful Proponent is required to complete the Township's Contractor's Acknowledgement Form prior to commencement of work.

1.13 Irrevocable

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

1.14 Right to Reject or Not Open

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The Township reserves the right to reject any or all proposals, and the lowest or highest as the case may be will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Township receive only one (1) qualified and duly executed bid submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Township reserves the right not to **open** a bid call should the Township of North Huron deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition. Unopened bids will be returned to all vendors who responded.

The Township reserves the right not to accept a proposal from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted proposal.

The successful proponent will be determined in accordance with the Township's Procurement Policy.

1.15 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim. The Township assumes no responsibility or liability for costs incurred by the Consultants prior to the entering into of a written contract.

1.16 Subject to Budget Provision

Should qualified bid submissions exceed the Township budget provision for this project the Township reserves the right to reject or recall the proposal.

1.17 Conflict of Interest

The Township reserves the right to disqualify a Proposal where the Township believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

The successful Consultant shall work solely and exclusively in the interests of the Township at all times to ensure that the project is successfully completed. The Consultant must identify current claims, potential claims, or disputes against the Township, if any, that the firm is involved with.

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The Consultant must identify current Developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the Proposal will be considered in the Township's evaluation.

No person, firm or corporation other than the proponent has any interest in this Proposal or in the proposed contract for which this Proposal is made and to which it relates.

This Proposal is made by the proponent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

No member of the Council and no officer or employee of the Township is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

1.18 Failure or Unsatisfactory Performance

The Township reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Proponent for failure to accept a contract with the Township, or the name of any Proponent for unsatisfactory performance of a contract with the Township.

1.19 Municipal Freedom of Information & Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Proponent wishes to protect from disclosure any or all of the documents that are submitted to the Township as part of this proposal, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Director, Legislative Services/Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above-mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

1.20 Township Not Employer

The Proponent agrees that the Corporation of the Township of North Huron is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or

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materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the “constructor” as defined under this act.

1.21 Accessibility for Ontarians with Disabilities Act (AODA)

The Township of North Huron supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Township of North Huron must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Township receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course “Customer Service Standard Module”, which can be found on the following website: <http://accessforward.ca/>

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): <https://www.ontario.ca/laws/regulation/110191>

Accessible formats or communication supports are available upon request.

Section 2 Information Package

2.1 Introduction

The Township of North Huron is seeking Proposals for Engineering/Architectural Services to provide the necessary professional services for the layout design and construction of a new Daycare Facility in Blyth.

2.2 Scope of work

The scope of work will include a tender design build project to construct a new Daycare in the Village of Blyth at Council’s identified preferred site, 377 Gypsy Lane, Blyth (Figure 1). This will include conceptual design for a new Daycare Facility, including space for twenty-six (26) children, play activity space, kitchen,

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laundry room, staff rest area, office space, washrooms and outdoor play area. Additionally, Council has requested an optional expansion for future consideration.

The following is also required:

- Confirmation of site location is suitable for the proposed project
- Utility and Site Servicing needs
- Geotechnical Investigation
- Contract Administration for the design build contract to construction the building (including construction review)
- Compliance with the Ministry of Education Planning and Design Guidelines for Licensed Child Care Centres ([Planning and design guidelines for licensed child care centres, 2021](#)), specifically with respect to the Design Guidelines. Approvals by the Ministry of Education will be required prior to construction start date. An anticipated timeline from the Ministry is 4-6 months after the application is submitted.
- Any other permits and approvals required
- Sub-consultant fees
- Construction Reviews

2.3 Project Management

The Consultant is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Consulting Agreement in a timely manner and within budget. Any costs incurred related to project management must be specifically identified and distributed across the various tasks in the project. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinate the activities of the Consultant and any sub-Consultants;
- Provide bi-weekly and as-requested telephone updates to the Township on the status of the project;
- Arrange, schedule and conduct project steering committee meetings including, but not limited to:
 - Preparing and circulating an agenda a week in advance of the meeting;
 - Structuring and conducting meetings to allow those with a shorter participation in the meeting to leave early;
 - Preparing and circulating minutes within a week of the meeting; and
 - Indicate start and duration of all tasks including deliverables, milestones and scheduled project team meetings;
- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the Township's satisfaction, documenting work/budget/work-completed-to-date, in relation to Upset Cost Estimate.

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- Consult and keep Township staff informed of progress and approval of all change orders

2.4 Schedule

The project is expected to take approximately twenty-one (21) months, from initiation to final report submission under normal operation. The Consultant shall propose a project schedule that identifies all key milestones, including formal consultations and meetings and the time required for the Ministry approval of about 4-6 months.

2.5 Invoicing

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Manager. The invoice should include a breakdown by hours worked and associated costs by individual team members on each major task and progress to the date on invoice. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work program.

2.6 Basis of Payment

The Consultant offers to provide the services detailed within the Proposal package and identified tasks, and as further detailed in the Consultant's proposal, to the acceptance of the Township.

In addition to this summary, the Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Consultant will seek payment.

Consultants should note the following when preparing their financial proposal:

2.7 Consulting Fees

Consulting fees are to include the cost of sub-consultants.

2.8 Disbursements

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and or profit. The following costs shall not be reimbursed:

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- Communication expenses including facsimile, local phone and cellular charges
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal)

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2.9 Figure 1: Preferred site – 377 Gypsy Ln. Blyth

