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**A. THE PROJECT AND PROPOSALS**

**1.0 INTRODUCTION**

The Corporation of the City of Kingston, herein “the City”, Sustainability and Growth Group, Recreation and Leisure Services Department, invites proposals from vendors interested in the construction and placement of B (extension), C, C wall and D docks at Confederation Basin Marina, Ontario Street, Kingston, Ontario. The Proposal must meet all the requirements outlined in this document.

Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible and the City reserves the right to not accept any proposal and to reissue this RFP at the sole discretion of the City.

**2.0 TERM OF THE PROJECT**

**The work can commence upon award and must be completed by April 30, 2010.**

**3.0 RFP SCHEDULE**

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

Release of RFP:		December 10, 2009
Non Mandatory Site Meeting	3:00:00 PM	December 15, 2009
Deadline for Submitting Questions:	3:00:00 PM	December 17, 2009
Deadline for Responding to Questions:	3:00:00 PM	December 18, 2009
RFP Closes:	3:00:00 PM	December 23, 2009
Final Selection and Notification:		January 2010

**4.0 PROJECT AUTHORITY AND INVOLVEMENT**

This Request for Proposal is administered by the Supervisor, Community Facilities reporting to the Manager, Recreation Facilities. All inquiries regarding this RFP must be directed as specified in Section A – 6.0 herein. Award may be subject to council approval.

**5.0 PROJECT STAKEHOLDERS**

The decision making process authority rests with the Corporation of the City of Kingston. There are no other stakeholders in this RFP.

**6.0 INQUIRIES**

Any clarification of this document or request for additional information must be received by 3:00:00 p.m. Thursday December 17, 2009 in writing by fax or email to:

Holly Morrison, Supervisor Community Facilities  
 Fax: 613-544-4776      Email [hmorrison@cityofkingston.ca](mailto:hmorrison@cityofkingston.ca)

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

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

**7.0 PROPOSAL CONTENT**

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement as to the actual total price, including the following:

- Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s).
- Signed Irrevocable Offer (Section D)
- **Submissions must be accompanied by a Bid Bond enclosed in the same sealed envelope**, which is in the form of a certified cheque, bank draft, money order and/or bonding documents issued by an approved Guarantee Company properly licensed in the Province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms or similar recognized form of agreement acceptable to the City, made payable to the Corporation of the City of Kingston, equal to or greater than 10% the amount of the price submitted.
- Evidence of insurance on the City of Kingston Insurance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- A current WSIB Clearance certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- A copy of your health and safety policy
- All Price Charts. Prices must be in Canadian dollars and must include all associated costs. The prices submitted will be considered the maximum the City must pay.
- Appendix B – Company Contact Information and Reference Chart. A minimum of three professional/client references.

An outline of the personnel that will be managing and assigned to the project work with a brief description of their background and experience. The successful vendor will be required to provide and maintain a current list of the personnel that will be performing the service for each location.

**8.0 EVALUATION OF PROPOSALS**

The following scoring system will be used to evaluate each accepted Proposal.

	<b>Weight</b>
1. <b>Company Profile</b> Company background information, address, contact information, years in business Experience in similar projects, references	10 %
2. <b>Proposed Methodology</b> (applied to fulfill the services) Materials to be used Warranty of docks Environmental considerations Equipment, other supplies and materials proposed for this project	20 %
3. <b>Detailed cost breakdown</b> Prices quoted in Canadian Dollars Provide detail of all costs excluding applicable taxes and all other costs	65 %
4. <b>Ontarians with Disabilities Act</b> In compliance with the Ontarians with Disabilities Act 2001, R.S.O. 2001,c.32, section 13	5%

## 9.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked **RFP F31-SG-RL-2009-3** will be received no later than **3:00:00 p.m. Local Time, Wednesday December 23, 2009** and shall be **addressed to the Corporation of the City of Kingston, Office of the City Clerk, First Floor Counter, South Wing, City Hall, 216 Ontario Street, Kingston, Ontario, K7L 2Z3.**

To receive consideration proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFP's may be withdrawn only upon written request signed by an authorized officer of the company.

Proposals received after the above due date and time will not be considered.

## B. PROJECT REQUIREMENTS

### 1.0 INTRODUCTION

The Corporation of the City of Kingston, Sustainability and Growth Group, Recreation and Leisure Services Department, invites proposals from vendors interested in the construction and placement of B (extension), C, C wall and D docks at Confederation Basin Marina, Ontario Street, Kingston, Ontario.

The Proposal must meet all the requirements outlined in this document. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

### 2.0 PROJECT COSTS

Proposals must be submitted in Canadian dollars before taxes to be recorded in Appendix A. Goods & Services Tax and Ontario Retail Sales tax are extra.

Proposals must be set out in a clear and concise format on all costs per unit and must include all associated costs. Costs stated by any successful proponent shall be the maximum the City will pay for this service. If no fees are recorded it will be assumed there are no such fees, and invoices will be paid accordingly.

In the event of any discrepancy between any unit price and an extension, the unit price shall govern.

Until the government releases further details on the transition rules and the enabling legislation is passed on the proposed Harmonized Sales Tax, the Contractor is to assume the existing sales tax regime in determining the Annual Lump Sum Price.

Subject to passage of legislation, effective July 1, 2010, there will be a new harmonized sales tax regime. The Successful Proponent will be expected to identify savings starting on July 1, 2010 once the relevant legislation has passed and final details have been determined."

### 3.0 BACKGROUND OF THE PROJECT

There is a requirement to construct and replace B (extension), C, C wall and D docks at Confederation Basin as described in this Request For Proposal document.

### 4.0 AVAILABLE CITY RESOURCES

The City of Kingston agrees to provide any available information pertinent to this Request for Proposal.

## 5.0 OBJECTIVES

To construct and install B (extension), C, C wall and D docks meeting all requirements outlined in this document. All docks must be steel frame construction with foam billet floatation; pressure treated 2 x 6 decking with 24 inch free board and must fit compatibly and be consistent in appearance with the existing B dock system. Please see Appendix E for a dock cross section of the existing B dock system.

All new wood to be FSC certified virgin wood. CCA treated wood must not be used on this project. All wood cutting must be done at least 10 metres from any open water or storm sewer drain and all cuttings from wood, steel or foam including sawdust must be picked up by the contractor for proper disposal at the end of each work day.

All docking systems identified in this document as well as the existing B dock slips 1 – 20 must meet the following accessible standards:

- A continuous curbed edge, at least 75 mm (3 in.) high and of a contrasting colour where dock surfaces are greater than 200 mm (7-7/8 in.) above the surface of the water.

## 6.0 ASSUMPTIONS

The successful proponent will provide both a Performance Bond and a Labour and Material Payment Bond each equal to 50% of the price, issued by an approved Guarantee Company properly licensed in the Province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms acceptable to the City. The City will accept 100% of the amount in the form of cash, certified cheque or an irrevocable standby letter of credit in the approved format from a chartered bank, or a Letter of Guarantee acceptable to the City Treasurer issued by a trust company. There may be instances where it is desirable to obtain bonding to the extent of 100% of the price to be determined on the recommendation of the Buyer in consultation with the Financial Services Department. These securities must be furnished by the contractor before the Contract can be executed.

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

No guarantee or warranty is given or implied by the City as to the amount or further work/contracts than the duration of this contract.

Successful vendor(s) will coordinate the construction and installation with the designated staff member.

Vendors will designate telephone numbers to which all requests for schedule changes, extras, labour issues etc. will be directed.

Meet the requirements and specifications of the approved architectural drawings.

Adhere to Occupational Health and Safety rules and regulations including PPE.

Erect barriers to exclude the public access to the construction site/ working area.

Equipment, material or vehicles are not at any time to block the drive/fire Route unless under direct supervision for the purpose of delivery and with prior consent of the designated City staff. Equipment shall be in good working order in compliance with MOL standards. The City reserves the right to test and inspect for standards of quality in any reasonable manner at the expense of any successful proponent.

*Any and all extras must be approved by the designated City staff.*

No proponent is relieved from supplying all components necessary to render the materials and/or services fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents. The successful proponent shall be required to complete the construction/installation work in a professional manner.

## 7.0 RESOURCE REQUIREMENTS

Provide detail on the resources that will be provided and those that will be required of the City of Kingston as part of the proposal.

## 8.0 MILESTONES AND RESULTS

Docks are to be in place fixed to existing docking systems by May 1, 2010.

**9.0 INTERIM AND FINAL REPORTING**

The City of Kingston reserves the right to determine interim and final reporting requirement during the term of the contract.

**10.0 FORMAL CONTRACT**

Any Proponent subsequently offered the Contract will be required to enter into a Formal Contract satisfactory to the Legal Services Division of the City of Kingston, which will include, but not be limited to, provisions set out in this Request for Proposal. This Proposal shall constitute part of the terms and conditions of the contract award.

**C. GENERAL TERMS AND CONDITIONS**

**The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:**

1. **Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.
2. **Signing Requirements.** Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.
3. **Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
  - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
  - *Occupational health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent
  - *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:  
*In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.
4. **City not liable for RFP costs.** The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".
5. **Required Warranties.** Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that:
  - i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
  - ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
  - iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
  - iv. this proposal is in all respects fair and without collusion or fraud.
  - v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
  - vi. all materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
  - vii. The submitter of the proposal is:
    - a. competent to perform the work described in this RFP ["the work"];
    - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;

- c. shall supply everything necessary for the performance of the work;
- d. shall carry out the work in a diligent and efficient manner;
- e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

**6. No Obligation to Contract.** Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

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

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

- 7. Contract Payments.** Unless otherwise specified, should the Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.
- 8. Limitation of Liability.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.
- 9. Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Kingston, the decision of such agent as the Corporation of the City of Kingston may appoint will be final and binding.
- 10. No Assignment.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.
- 11. Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.
- 12. No implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13. **Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
14. **Force Majeur.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
15. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.
16. **Default under Project.** In case of a default of performance of the Project, the Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
17. **Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.
18. **Insurance.** Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage, whether mandatory or optional, shall be provided. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into of a contract in relation to this Request for Proposal, and throughout the life of the contract.
19. **Enforcement.** Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.
20. **Opening Process.** The following processes shall be used when RFP submissions are opened:
  - a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
  - b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.
21. **Privacy and Freedom of Information.** All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the City of Kingston (the City). Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the City shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:
  - the cover letter to the tender, quotation, or proposal;
  - the table of contents;
  - lists of figures, tables, and appendices; and

- any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

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

**D. FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under **Request for Proposal F31-SG-RL-2009-3** to the Corporation of the City of Kingston according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the City of Kingston for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

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

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

OR

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

(Affix Company Seal if applicable)

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

**COMPANY** \_\_\_\_\_

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

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

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

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

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

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

APPENDIX A PRICE CHART

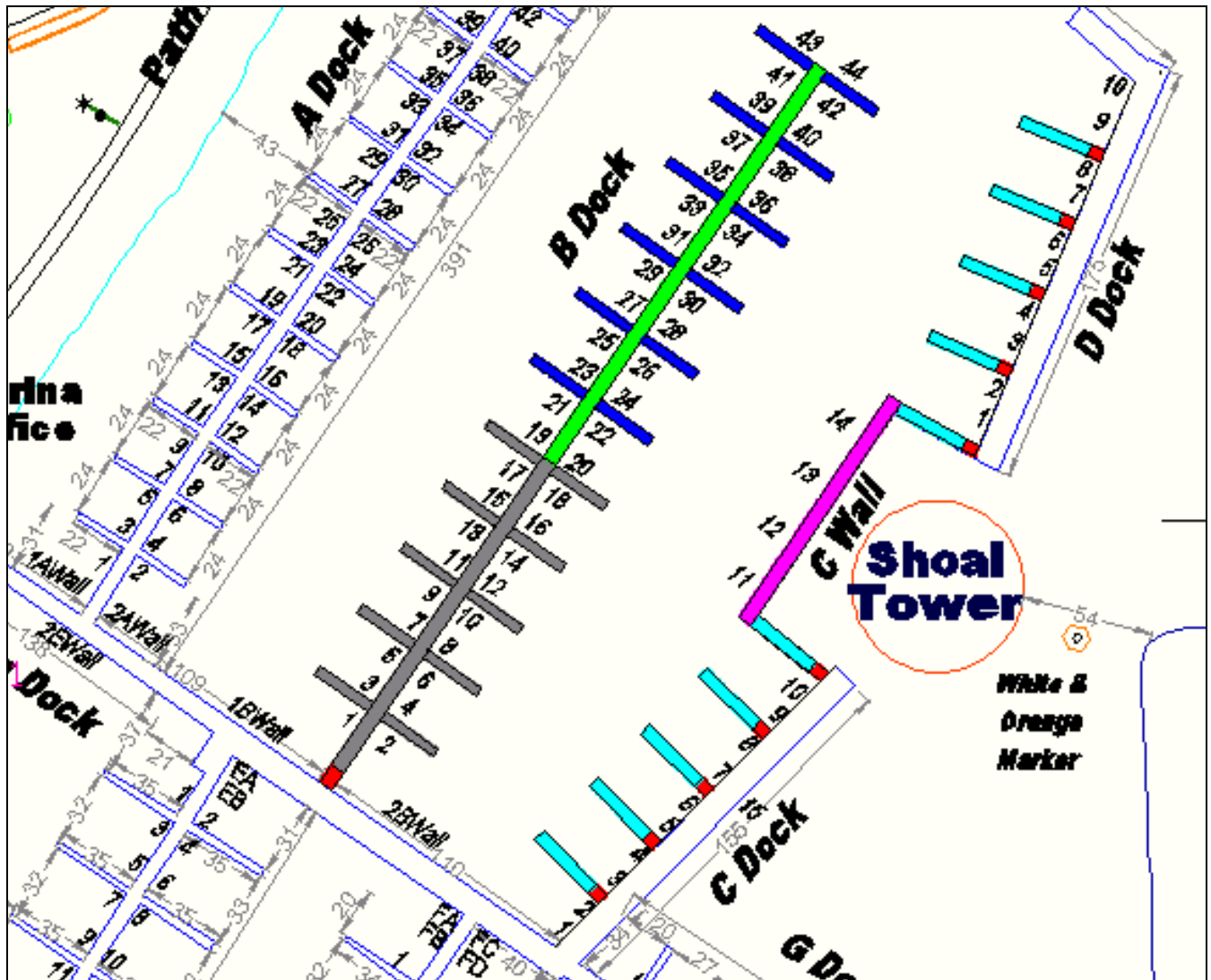
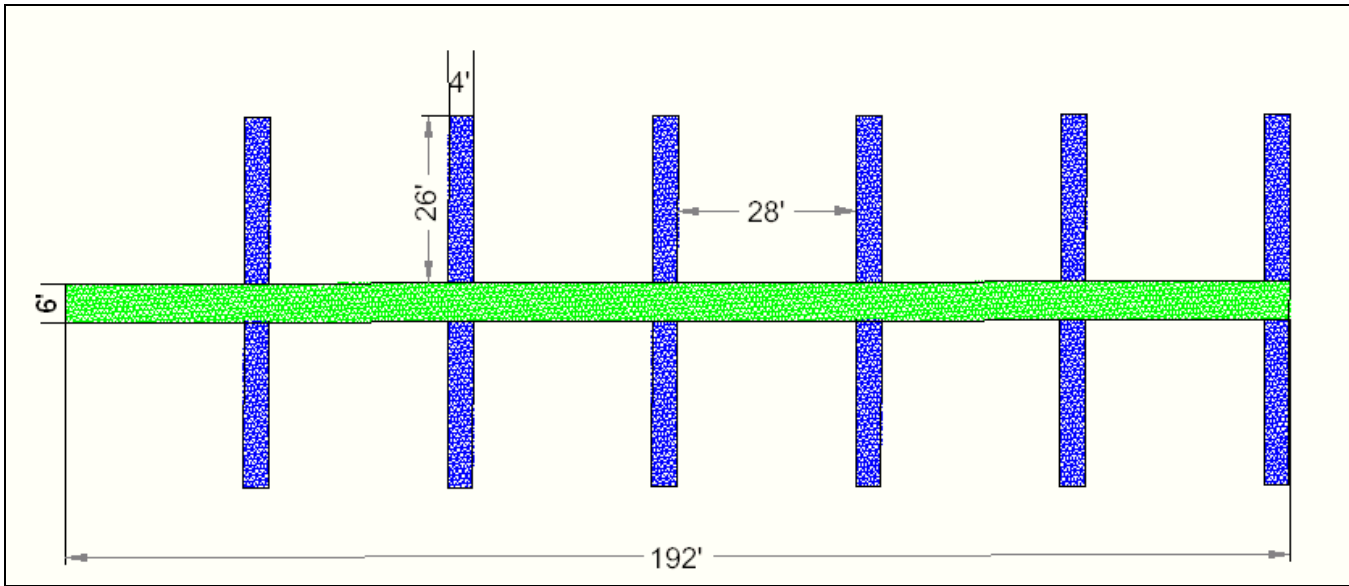


Figure 1.0: Flora MacDonal Basin – Dock Replacement 2010

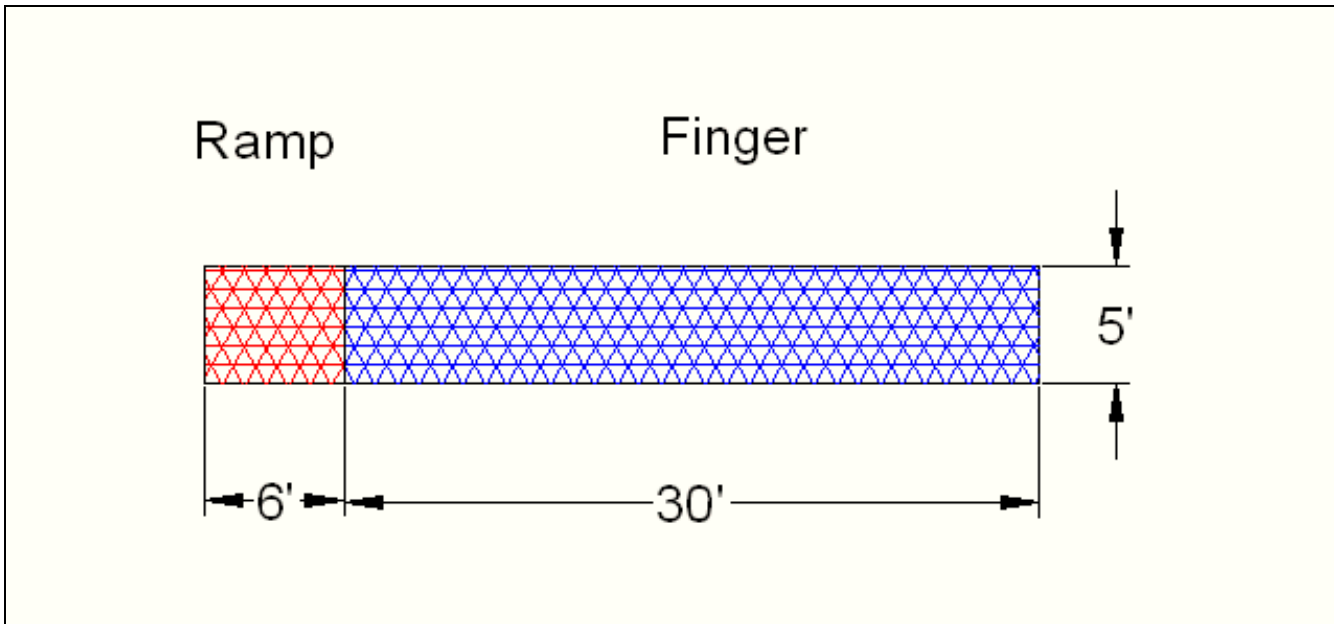
**PART “A”**



**Figure 2.0:** B Dock Replacement

<b>B – DOCK</b>					
ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	AMOUNT \$
A1	Supply and install floating dock (a) Six (6) feet X One Hundred and Ninety-two (192)feet	ea	1		
A2	Supply and install dock fingers (a) Four (4) feet X Twenty-six (26) feet	ea	12		
A3	Supply and install ramps (see Figure 1.0) (a) Six (6) feet X Eight (8) feet	ea	1		
A4	Upgrade slips 1 to 20 to meet accessible standards outlined in this document	ea	20		
A5	Construct docks to meet accessible standards outlined in this document	ea	24		
<b>TOTAL PART “A”</b>				<b>\$</b>	

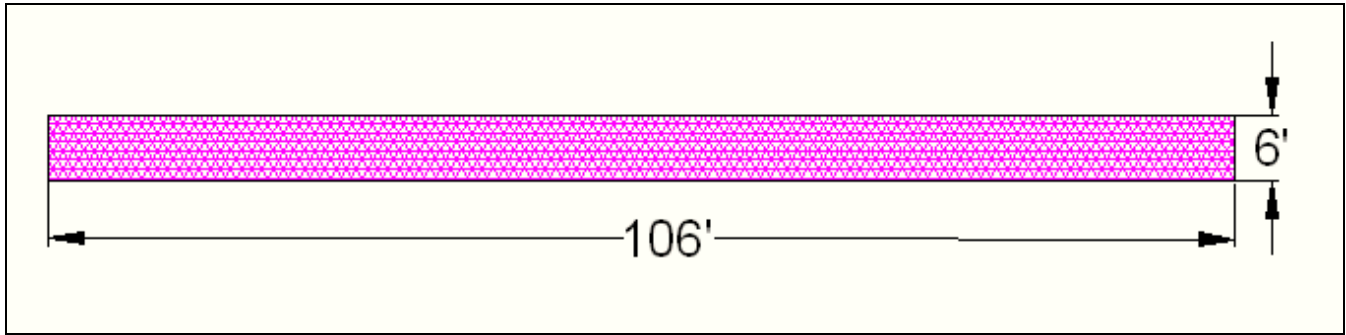
**PART “B”**



**Figure 3.0:** C & D Dock Replacement

<b>C &amp; D – DOCKS</b>					
ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	AMOUNT \$
B1	Supply and install ramps (b) Five (5) feet X Six (6) feet	ea	10		
B2	Supply and install dock fingers (a) Five (5) feet X Thirty (30) feet	ea	10		
B3	Construct docks to meet accessible standards outlined in this document	ea	10		
<b>TOTAL PART “B”</b>				<b>\$</b>	

**PART “C”**



**Figure 4.0:** C Wall Replacement

<b>C - WALL</b>					
ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	AMOUNT \$
C1	Supply and install floating dock (a) Six (6) feet X One Hundred and Six (106) feet	ea	1		
C2	Construct docks to meet accessible standards outlined in this document	ea	1		
<b>TOTAL PART “C”</b>				\$	

<b>PRICE SUMMARY</b>	
<b>TOTAL PART "A"</b>	<b>\$</b> _____
<b>TOTAL PART "B"</b>	<b>\$</b> _____
<b>TOTAL PART "C"</b>	<b>\$</b> _____
<b>TOTAL PRICE (LESS GST)</b>	<b>\$</b> _____
<b>5% GST</b>	<b>\$</b> _____
<b>GROSS TOTAL (WITH GST)</b>	<b>\$</b> _____
<b>GROSS TOTAL IN WORDS:</b>	_____

We acknowledge that we have received Addendum/Addenda No. \_\_\_\_ to \_\_\_\_ inclusive, and that all changes/clarifications have been included in the prices submitted.

**COMPANY REPRESENTATIVE SIGNATURE** \_\_\_\_\_

(Name of COMPANY - please print) \_\_\_\_\_

Corporate Seal

**Note Regarding Proposed Harmonized Sales Tax**

*Until the government releases further details on the transition rules and the enabling legislation is passed on the proposed Harmonized Sales Tax, the Contractor is to assume the existing sales tax regime in determining all pricing.*

*Subject to passage of legislation, effective July 1, 2010, there will be a new harmonized sales tax regime. The Successful Proponent will be expected to identify savings starting on July 1, 2010 once the relevant legislation has passed and final details have been determined.*

**APPENDIX B CONTACT INFORMATION & REFERENCES**

Company contact information

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

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

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	



**CERTIFICATE OF INSURANCE**

The Corporation of the City of Kingston

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

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies –  
**F31-SG-RL-2009-3 DOCK REPLACEMENT B (EXTENSION), C & D DOCKS @ CONFEDERATION BASIN**

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

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

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

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

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

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

Liquor Liability  No **OR**  Yes

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

\$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSUREDS (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston  
 Attn: Marjorie Robinson  
 216 Ontario Street  
 Kingston, ON K7L 2Z3 FAX: (613) 546-6156

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

*Signature of Authorized Representative or Official*

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**APPENDIX C COMPANY PROFILE**

COMPANIES LEGAL NAME \_\_\_\_\_  
 PARENT COMPANY (if any) \_\_\_\_\_  
 NUMBER OF YEARS IN BUSINESS \_\_\_\_\_  
 VOLUME OF WORK YOUR COMPANY DID LAST YEAR \_\_\_\_\_

**APPENDIX D RESOURCE REQUIREMENTS**

LABOUR FORCE	TITLE	NAME OF SITE SUPERVISOR
quantity		
1	Site Supervisor	

EQUIPMENT	Size	Year
Type		

Contractor Requires The Following Resources To Be Provided By The City of Kingston In Order To Complete The Project:

**Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13.\***

This submission includes the acknowledgement of the act. In deciding to purchase goods or services, the contractor shall have regard to the accessibility for persons with disabilities.

Please indicate how your company addresses this requirement and describe considerations applicable to this project.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



### Cross Section Through 4ft Finger Dock

