



2297 Highway 12,  
PO Box 130  
Brechin, Ontario L0K 1B0  
p.705-484-5374  
f. 705-484-0441

## Development and Infrastructure Department

### REQUEST FOR QUOTATION

Contract # ID-07-2026

**Sealed Quotations for: Facility Condition Assessments for Municipal Buildings**

**As Described Herein and Addressed:**

**Attention: Clerk, Ramara Township  
By Courier or Drop off  
Township of Ramara Administration Building  
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0**

**Please submit completed proposal in person or by mail in a sealed envelope quoting the above quotation number and closing date.**

**Electronic Submissions will also be accepted and may be forwarded to both [clerks@ramara.ca](mailto:clerks@ramara.ca) and [infrastructure@ramara.ca](mailto:infrastructure@ramara.ca), and shall include all pages of the tender, as well as all supporting documentation. Please include the Contract ID in the subject line of the email.**

#### **BID SUBMISSION DEADLINE**

**DATE:** June 5, 2026

**TIME:** 10:00 AM Eastern Local Time

**QUESTION SUBMISSION DEADLINE:**  
May 29, 2026  
11:00 AM Eastern Local Time

**LOCATION:** Township of Ramara Administration Building  
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0

#### **LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**The Corporation of the Township of Ramara reserves the right to accept or reject all or part of any Bid and reserves the right to accept other than the lowest Bid and to cancel this Call for Bid at any time.**

**Contents**

- PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS ..... 6**
- 1.1 Invitation to Proponents ..... 6
  - 1.1.1 Invitation ..... 6
  - 1.1.2 Proponent Must Be Single Entity ..... 6
- 1.2 RFQ Contact ..... 6
- 1.3 Contract for Deliverables ..... 6
  - 1.3.1 Type of Contract ..... 6
  - 1.3.2 Term of Contract ..... 6
- 1.4 RFQ Timetable ..... 7
  - 1.4.1 Key Dates ..... 7
- 1.5 Submission Instructions ..... 7
  - 1.5.1 Submission of Quotations ..... 7
  - 1.5.2 Quotations to be Submitted on Time ..... 7
  - 1.5.3 Quotations to be Submitted in Prescribed Format ..... 7
  - 1.5.4 Amendment of Quotation ..... 8
  - 1.5.5 Changes to the RFQ or RFQ Process ..... 8
  - 1.5.5 Withdrawal of Quotation ..... 8
- PART 2 – PROJECT SCOPE & DELIVERABLES ..... 9**
- 2.1 Overview ..... 9
- 2.2 The Building Condition Assessment Program ..... 9
  - 2.2.1 Access ..... 9
  - 2.2.2 Hazardous Substances ..... 9
  - 2.2.4 Photographs ..... 10
  - 2.2.5 Building Systems and Elements Included in the Building Condition Assessment ..... 10
  - 2.2.6 Further Investigation ..... 13
  - 2.2.7 Condition Ratings of Building Elements ..... 13
  - 2.2.8 Cost Estimates and Facility Condition Indexes ..... 13
  - 2.2.9 10-Year Investment Planning ..... 14
- 2. 2.3 Climate Change ..... 15
  - 2.3.1 Climate Change Mitigation ..... 15
  - 2.3.2 Greenhouse Gas Emissions ..... 15

2.4 Presentations.....	15
<b>PART 3 – EVALUATION, NEGOTIATION AND AWARD.....</b>	<b>17</b>
3.1 Stages of Evaluation and Negotiation.....	17
3.2 Stage I – Mandatory Submission Requirements.....	17
3.3 Stage II – Evaluation.....	17
3.3.1 Mandatory Technical Requirements .....	17
3.3.2 Non-Price Rated Criteria .....	17
3.4 Stage III – Pricing .....	17
3.5 Stage IV – Ranking and Contract Negotiations.....	18
3.5.1 Ranking of Proponents.....	18
3.5.2 Contract Negotiation Process.....	18
3.5.3 Time Period for Negotiations .....	18
3.5.4 Failure to Enter into Agreement.....	18
3.5.5 Notification of Negotiation Status .....	19
<b>PART 4 – TERMS AND CONDITIONS OF THE RFQ PROCESS .....</b>	<b>20</b>
4.1 General Information and Instructions.....	20
4.1.1 Proponents to Follow Instructions .....	20
4.1.2 Quotations in English .....	20
4.1.3 No Incorporation by Reference .....	20
4.1.4 Past Performance .....	20
4.1.5 Information in RFQ Only an Estimate.....	20
4.1.6 Proponents to Bear Their Own Costs.....	20
4.1.7 Quotation to be Retained by the Township.....	20
4.1.8 No Guarantee of Volume of Work or Exclusivity of Contract .....	20
4.2 Communication after Issuance of RFQ.....	21
4.2.1 Proponents to Review RFQ.....	21
4.2.2 Blackout Period .....	21
4.2.3 All New Information to Proponents by Way of Addenda .....	21
4.2.4 Post-Deadline Addenda and Extension of Submission Deadline .....	21
4.2.5 Verify, Clarify, and Supplement.....	21
4.3 Notification and Debriefing.....	22
4.3.1 Notification to Other Proponents .....	22
4.3.2 Procurement Protest Procedure.....	22

4.4	Conflict of Interest and Prohibited Conduct .....	22
4.4.1	Conflict of Interest .....	22
4.4.2	Disqualification for Conflict of Interest .....	23
4.4.3	Disqualification for Prohibited Conduct .....	23
4.4.4	Prohibited Proponent Communications .....	24
4.4.5	Proponent Not to Communicate with Media .....	24
4.4.6	No Lobbying .....	24
4.4.7	Illegal or Unethical Conduct .....	24
4.5	Confidential Information .....	24
4.5.1	Confidential Information of the Township .....	24
4.5.2	Confidential Information of Proponent .....	24
4.6	Procurement Process Non-Bidding .....	25
4.6.1	No Contract A and No Claims .....	25
4.6.2	No Contract until Execution of Written Agreement .....	25
4.6.3	Non-Binding Price Estimates .....	25
4.6.4	Cancellation .....	25
4.7	Governing Law and Interpretation .....	25
4.8	Accessibility for Ontarians with Disabilities .....	26
	<b>APPENDIX A – FORM OF AGREEMENT .....</b>	<b>27</b>
	Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions .....	29
	Schedule 2 – Standard Terms and Conditions .....	31
	Article 1 – Interpretation .....	32
	Article 2 – General Terms .....	35
	Article 3 – Nature of Relationship Between Township and Proponent .....	37
	Article 4 – Performance by Proponent .....	39
	Article 5 – Payment for Performance and Audit .....	42
	Article 6 – Confidentiality .....	43
	Article 7 – Intellectual Property .....	46
	Article 8 – Indemnities and Insurance .....	48
	Article 9 – Termination, Expiry and Extension .....	50
	<b>APPENDIX B – RFQ PARTICULARS .....</b>	<b>52</b>
	A. The Deliverables .....	52
	A1. Background .....	52

A2.	Scope of Work.....	52
A3.	Regulations and Approvals.....	53
A4.	Communications and Hours of Operation.....	54
B.	Material Disclosures .....	54
C.	Mandatory Submission Requirements .....	54
D.	Mandatory Technical Requirements.....	55
E.	Pre-Conditions of Award.....	55
F.	Evaluation Criteria .....	55
	Quotation Content for Non-Price Criteria .....	56
G.	Price Evaluation Method .....	57
	<b>APPENDIX C – PROJECT PRICES .....</b>	<b>59</b>
	<b>APPENDIX D – LIST OF FACILITIES .....</b>	<b>60</b>

# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Proponents**

### **1.1.1 Invitation**

This Request for Quotation (the ‘RFQ’) is an invitation by the Township of Ramara (the ‘Township’) to prospective proponents to submit a quotation for **Facility Condition Assessments**, as further described in Part 2 of the RFQ Particulars (Appendix B) (the ‘Deliverables’).

### **1.1.2 Proponent Must Be Single Entity**

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with Township. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the ‘proponent’. The proponent will be responsible for the performance of the Deliverables.

## **1.2 RFQ Contact**

For the purposes of this procurement process, the ‘RFQ Contact’ will be:

Hannah Walton, GIS/Asset Management Coordinator  
[Hwalton@ramara.ca](mailto:Hwalton@ramara.ca)  
(705) 484-5374, ext. 243

Proponents should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through email, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the proponent and the rejections of the proponent’s quotation.

## **1.3 Contract for Deliverables**

### **1.3.1 Type of Contract**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Township for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent.

### **1.3.2 Term of Contract**

The term of the agreement will be established under the awarded contract to encompass the duration of the contemplated work.

## 1.4 RFQ Timetable

### 1.4.1 Key Dates

Activity	Date
Bid Posting	May 11, 2026
Deadline for Questions	May 29, 2026
Deadline for Addenda	June 1, 2026
Deadline for Submission	June 5, 2026
Anticipated Start Date	Mid-July

The RFQ timetable is tentative only and may be changed by the Township at any time. For greater clarity, business days means all the days that the Township is open for business.

## 1.5 Submission Instructions

### 1.5.1 Submission of Quotations

Quotations must be submitted electronically to both the following email addresses:

[clerks@ramara.ca](mailto:clerks@ramara.ca) and [infrastructure@ramara.ca](mailto:infrastructure@ramara.ca)

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the Township.

### 1.5.2 Quotations to be Submitted on Time

Quotations must be finalized and sent to the above noted email addresses on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

Proponents are cautioned that timing of submission is based on when the quotation is received, not when the quotation is submitted by a proponent. As transmission can be delayed due to file transfers size, transmission speed, or other technical factors, proponents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The Township will send a confirmation email to the proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact [clerks@ramara.ca](mailto:clerks@ramara.ca) and [infrastructure@ramara.ca](mailto:infrastructure@ramara.ca).

### 1.5.3 Quotations to be Submitted in Prescribed Format

Quotation materials should be prepared and submitted electronically in PDF format, with a maximum upload file size of 10MB.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

#### **1.5.4 Amendment of Quotation**

Proponents may amend their quotation prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended quotation is received by the Township by the Submission Deadline.

#### **1.5.5 Changes to the RFQ or RFQ Process**

If, after publishing the RFQ, any changes required about the RFQ, RFQ process, or the requirement to provide additional information; an addendum will be issued via the Township website, with the last date for Addenda to be June 1, 2026.

The addenda, if required, shall hereby form part of the RFQ documents and proponents shall acknowledge receipt of any addenda by including as part of their submission, as indicated in Section 4.2.3 - All New Information to Proponents by Way of Addenda.

#### **1.5.5 Withdrawal of Quotation**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted quotation. Prior to the Submission Deadline, proponents may withdraw a submitted quotation by emailing the Township. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2 – PROJECT SCOPE & DELIVERABLES**

### **2.1 Overview**

In alignment with the Township's proactive Asset Management Strategy and in compliance with Ontario Regulation 588/17: *Asset Management Planning for Municipalities*, the Township is seeking to retain the services of a qualified engineering firm to conduct detailed building condition assessments using the Unifomat II classification system for its facilities.

The selected proponent will be responsible for preparing a comprehensive 10-year Capital for each Township-owned building and structure. These plans will support future budget planning and long-term asset management. The document and 10-year plan will prioritize work to be undertaken into short-term (0-1 years), mid-term (3-5 years) and long-term (5+ years) activities, inclusive of all facilities.

Interest proponents must have key personnel who are Registered Mechanical, Electrical, and Structural Engineers in the Province of Ontario. The firm and its key personnel must have a minimum of five (5) years-experience conducting building condition assessments.

As part of the project, the successful proponent will perform visual, non-destructive inspections to identify physical deficiencies and code compliance issues across all buildings and properties listed in Appendix D. During inspections, the proponent shall:

- (a) Photograph building components;
- (b) Verify all provided information for each building and structure; and
- (c) Updated Appendix D to correct any errors or omissions found.

### **2.2 The Building Condition Assessment Program**

#### **2.2.1 Access**

Working with the Township's Facilities team, Township staff will arrange for the Successful Proponent's field observers to receive timely, supervised, and safe access to the subject facilities including roofs. The Successful Proponent shall provide a written plan on the sequence for inspection of each building.

#### **2.2.2 Hazardous Substances**

A Designated Substance Report (DSR) has not been completed for the facilities listed in Appendix "D". Based on the age and historical use of these buildings and sites, the presence of hazardous or designated substance may be expected. The successful Proponent shall take this into consideration and is responsible for conducting all work in compliance with applicable legislation, industry standards, and safe work practices where designated substances may be present.

#### **2.2.4 Photographs**

The Successful Proponent will document representative conditions with digital photographs and document typical conditions present including material physical deficiencies. Digital photographs should include as a minimum:

- (a) Front and typical elevations and exteriors;
- (b) Site work;
- (c) Parking areas;
- (d) Roofing;
- (e) Structural systems;
- (f) Plumbing;
- (g) HVAC and electrical systems;
- (h) Conveyance systems;
- (i) Life safety systems;
- (j) Representative interiors; and
- (k) Any special or unusual conditions present.

#### **2.2.5 Building Systems and Elements Included in the Building Condition Assessment**

Comprehensive building condition assessments, conducted in accordance with the Uniformat II classification standard, will be completed for the building elements and systems identified below. For facilities containing multiple interior use spaces, the assessment and resulting asset inventory shall clearly reference the elements and systems that specifically support each space.

The successful Proponent shall also incorporate qualitative and observational information gathered through interviews with Township staff, including information related to facility performance, operational issues, and known or anticipated improvements. The Township will provide the successful Proponent with all available supporting documentation, which may include facility drawings, building permit records, current asset inventories, and the most recently known condition information, along with any additional relevant material in the Township's possession.

## **1. Structural Frame and Building Envelope**

- Identify the basic structural type (e.g., steel frame, wood frame, cast-in-place concrete, precast concrete, concrete block).
- Observe the sub-structure, including foundation systems and the presence of basements or crawl spaces.
- Assess the superstructure, including floor and roof framing systems.
- Evaluate exterior wall systems: windows, overhead doors, man doors, caulking and sealants, insulations, etc.
- Review the building envelope: facades, exterior sealants, doors, stairways, parapets.
- Exterior observations will be limited to vantage points accessible from grade or rooftops.
- Includes stairs and ramps.

## **2. Roofing**

- Identify and assess roof systems, including exposed membranes, flashings, parapets, slope, and drainage.
- Look for signs of material deterioration, ponding, or leaks.
- Inquire about the age of roofing systems.
- Evaluate waterproofing systems, gutters, and downspouts.

## **3. Plumbing**

- Identify plumbing systems including supply and septic piping, fixtures, and hot water productions.
- Note any special or unusual plumbing systems.

## **4. Heating**

- Identify heating systems and distribution methods.
- Record the age of equipment, past upgrades, and maintenance history.
- If systems are inactive during inspection, provide an opinion based on observable conditions.

## **5. Air Conditioning and Ventilation**

- Identify air conditioning and ventilation systems.
- Record age, replacement history, and maintenance practices.
- If systems are inactive, provide an observable condition assessment.

## **6. Electrical**

- Identify electrical service and distribution systems: panels, transformers, meters, emergency generators.
- Assess general electrical components: wiring type, emergency power, lighting, lightning protections.

## **7. Life Safety/Fire Protections**

- Identify fire protection systems: sprinklers, standpipes (wet/dry), hydrants, alarms, water storage.

- Include smoke detectors, extinguishers, emergency lighting, stairwell pressurization, and smoke evacuation systems.

## **8. Interior Finishes**

- Observe common areas such as lobbies, corridors, offices, restrooms.
- Assess finishes: flooring, ceilings, walls.

## **9. Property Security Systems**

- Identify security equipment and system types.
- Confirm presence of maintenance contracts and service providers.

## **10. Building Sites**

- Include parking lots, sidewalks, pathways, lighting, and retaining walls.
- Observe topography and any problematic site conditions.
- Assess stormwater drainage and presence of surface water.
- Review ingress/egress routes, paving, curbing, parking types, adequacy, markings, and signage.

Assessments shall specifically identify:

- (a) General system and component conditions paying particular attention to any assets in poor or critical condition, or assets in poorer condition than anticipated based on component age (assets reaching end of life sooner than anticipated).
- (b) Any equipment no longer in production and/or with limited availability for replacement (comment on the maintainability of components).
- (c) Any missing equipment or components as per code requirements or best practices (e.g., missing air conditioning requirements, missing backflow preventers, missing occupancy load postings for rooms, etc.).
- (d) Current code violations per *Technical Standards and Safety Authority (TSSA)*, *Electrical Safety Authority (ESA)*, *Ontario Occupational Health and Safety Act (OSHA)*, *Ontario Building Code*, *Accessibility for Ontarians with Disabilities Act (AODA)* and any other regulations or agencies. Comments provided shall be detailed as to the nature of the non-conformance, indicating the section of the code or regulation with which it is non-compliant; the exact location and nature of the non-compliance including photo(s); and include a description of what is required to rectify the situation.
- (e) Any functional design issues arising from the incremental changes to the facility (renovations and upgrades) over time (e.g., sub-optimal HVAC design, etc.).
- (f) Issues with suitability of components for applications (e.g., grade of components, etc.).
- (g) Evaluation of emergency egress design and flow considerations including appropriate hallway widths, egress routes, fire escapes, and designated refuge areas as per current code requirements.
- (h) Recommended priority upgrades to systems and components to meet current code requirements, improve functionality or reliability, and/or reduce risk.

- (i) Typical useful service life and estimated remaining useful service life of building elements, systems components and property features based on observed conditions.

The following activities are explicitly excluded from the scope of work and shall not be undertaken as part of this assessment:

- (a) Designated Substance Surveys (DSS), hazardous materials sampling, laboratory analysis, or any intrusive investigation related to hazardous substances.
- (b) Destructive or intrusive testing, including opening walls, ceilings, floors, or removing requirement for the purposes of concealed condition assessment.
- (c) Structural engineering assessments beyond visual, non-destructive observations.
- (d) Detailed electrical or mechanical load studies, commissioning, or diagnostic performance testing (e.g., thermographic scanning, duct pressure testing, airflow measurement).
- (e) Environmental assessment, including Phase I/II ESA work, mold assessments, or indoor air quality testing.
- (f) Building code consulting beyond identification of observed non-conformances, such as design drawings, engineered solutions, or permit applications.
- (g) Preparation of design drawings, engineered specifications, or permit-ready documentation for construction or renovation projects.
- (h) Life safety system testing, such as fire alarm verification, sprinkler testing, or Canadian Standards Association (CSA) compliance inspections.

### **2.2.6 Further Investigation**

The Successful Proponent shall include as part of their assessment a list of recommended additional tests or investigations categorized into high, medium, and low priority including budget cost that are to be completed by the Township.

### **2.2.7 Condition Ratings of Building Elements**

As part of the Building Condition Assessment report, the Successful Proponent will complete condition ratings for the building elements, systems, and property features on Excel spreadsheets. The recommended rating system will be approved by the Township Asset Management Coordinator and shall be a minimum of a 1 to 5 rating based observed conditions and estimated remaining years to be replaced.

### **2.2.8 Cost Estimates and Facility Condition Indexes**

For each facility, the Successful Proponent shall prepare Class D (indicative) Cost Estimate Reports on Excel spreadsheets identifying and address the deficiencies uncovered by the building condition assessments. As part of the reports, the Successful Proponent shall include, but not limited to the following information:

- (a) Current age (provided by Township Staff where possible);
- (b) Recommended replacement date; and
- (c) Quantity/area of each of the assessed components.

The Class D estimates will be sure to include and itemize cost factors associated with engineering, design, contract administration and contingency allowances.

The Successful Proponent shall also determine the current replacement values of each of the facilities including property features and calculate the Facility Condition Index by facility, and average Facility Condition Index by class of facilities and the Township’s entire stock of facilities included under the scope of the project.

In consultation with Township staff, the recommendations of this report shall also include:

- A capitalization threshold.
- Appropriate Facility Condition Index (FCI) targets for each of the building types in the Township’s portfolio.
  - The FCI is to be provided, and the Township Conditional Assessment Value based on the conversion table below

$$FCI = \frac{\text{Deferred Maintenance Cost}}{\text{Current Replacement Value (CRV)}}$$

FCI	Township Condition Assessment Value
0.00 – 0.05 (0-5%) – Excellent	5
0.05 – 0.15 (5-15%) – Good	4
0.15 – 0.30 (15-30%) – Average/Fair	3
0.30 – 0.60 (30-60%) – Poor	2
Above 0.60 (60%+) – Very Poor/Critical	1

## 2.2.9 10-Year Investment Planning

The Township requires the Successful Proponent to develop 10-year Capital to fund the actions required to address building elements, systems and property deficiencies as well as normal life cycle maintenance activities.

### 1. 10-Year Capital Plan

The Successful Proponent shall prepare 10-Year Capital Plans for each facility summarizing the replacement or renewal of building elements, systems and property features as identified by the building condition assessments and in the Class D (indicative) Cost Estimate Reports. The Successful Proponent shall provide the report on an Excel spreadsheet and confirm the cash flow requirements per year for each facility and combine the capital plans for all facilities to summarize the total cash flow per year requirements. The 10-Year Capital Plan will inform the Township’s capital planning strategies.

## **2. 2.3 Climate Change**

### **2.3.1 Climate Change Mitigation**

The Township intends to further its obligations under *O. Reg. 588/17 sec. 3(1).5* and incorporate climate change adaptation measures into its Asset Management Plan. Therefore, the Successful Proponent shall provide an assessment of the action that may be taken to address vulnerabilities to the Township's buildings and properties that may be caused by climate change. Consideration of vulnerabilities include but are not limited to:

- Operations and maintenance costs.
- Lifecycle management activities.
- Changes to building mechanical, electrical, and structural standards and designs.
- Additional emergency back-up systems.
- Contingency/emergency response planning.

The Successful Proponent shall estimate the anticipated costs that could arise from the vulnerabilities to each of these areas.

The Successful Proponent shall identify adaptation opportunities and mitigation approaches that may be undertaken to manage the identified vulnerabilities and where capital investments are required, provide a Class D Cost Estimate Report on Excel spreadsheets. The Successful Proponent shall also specify any emergency planning and contingency funding, if necessary.

### **2.3.2 Greenhouse Gas Emissions**

The Successful Proponent shall provide an assessment and cost estimates of the opportunities to renovate, upgrade, and/or repair aspects of the facilities in a way that improves environmental outcomes to reduce greenhouse gas emissions.

As part of this assessment, the Successful Proponent shall also identify any current or upcoming federal, provincial, or other external funding programs, incentives, or grants that may support or align with the recommended improvements. This shall include a brief summary of eligibility requirements, potential funding amounts, and timelines relevant to the proposed Greenhouse Gas (GHG)-reduction measures.

## **2.4 Presentations**

The Successful Proponent shall deliver a minimum of two (2) formal presentations of the findings and recommendations arising from the Building Condition Assessment: one (1) presentation to the Senior Leadership Team (SLT) and one (1) presentation to Council. These presentations shall summarize key outcomes, major capital considerations, GHG reductions opportunities, and any associated funding programs identified.

## **2.5 Reports**

The Successful Proponent shall provide one (1) hard copy of the final report, along with a complete digital submission. The final report shall clearly identify the methodology and criteria used in the production of the Study. The digital submission shall include:

- A fully formatted PDF version of the final report;
- All tables, inventories, asset lists, and data outputs provided in an editable Microsoft Excel format; and
- All maps, drawings, and graphics provided in formats specified by Township staff (e.g., GIS-compatible files, image files, or CAD formats as applicable).

[End of Part 2]

## **PART 3 – EVALUATION, NEGOTIATION AND AWARD**

### **3.1 Stages of Evaluation and Negotiation**

The Township will conduct the evaluation of quotations and negotiations in the following stages:

### **3.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all the mandatory submission requirements. If a quotation fails to satisfy all the mandatory submission requirements, the Township will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The mandatory submission requirements are set out in Section 3.2 of the RFQ Particulars (Appendix B).

### **3.3 Stage II – Evaluation**

Stage II will consist of the following two (2) sub-stages:

#### **3.3.1 Mandatory Technical Requirements**

The Township will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. If a quotation fails to satisfy all the mandatory technical requirements, the Township will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Quotations that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

#### **3.3.2 Non-Price Rated Criteria**

The Township will evaluate each qualified quotation on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFQ Particulars (Appendix B).

### **3.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section G of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Township may reject the quotation. The Township may also reject any quotation that contains

unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## **3.5 Stage IV – Ranking and Contract Negotiations**

### **3.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Township. In the event of a tie, the selected proponent will be the proponent with the highest scores on the non-price rated criteria.

### **3.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms of Condition of the RFQ Process (Part 4) and will not constitute a legally binding offer to enter into a contract on the part of the Township or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent. Negotiations may include requests by the Township for supplementary information from the proponent to verify, clarify, or supplement the information provided in its quotation or to confirm the conclusions reached in the evaluation, and may included requests by the Township for improved pricing or performance terms of the proponent.

### **3.5.3 Time Period for Negotiations**

The Township intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Township invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

### **3.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contract Negotiation Period, the Township may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the Township elects to cancel the RFQ process.

### **3.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 3]

## **PART 4 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

#### **4.1.2 Quotations in English**

All quotations are to be in English only.

#### **4.1.3 No Incorporation by Reference**

The entire content of the proponent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's quotation, but not attached, will not be considered to form part of its quotation.

#### **4.1.4 Past Performance**

In the evaluation process, the Township may consider the proponent's past performance or conduct on previous contracts with the Township or other institutions.

#### **4.1.5 Information in RFQ Only an Estimate**

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose on indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all information necessary to prepare a quotation in response to this RFQ.

#### **4.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **4.1.7 Quotation to be Retained by the Township**

The Township will not return the quotation or any accompanying documentation submitted by a proponent.

#### **4.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Township makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Township

may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **4.2 Communication after Issuance of RFQ**

### **4.2.1 Proponents to Review RFQ**

Proponents should promptly examine all the documents comprising this RFQ and may direct questions or seek additional information in writing to the Township on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Township is not responsible for any misunderstanding on the part of the proponent concerning this RFQ or its process.

### **4.2.2 Blackout Period**

The Township prohibits communications with respect to this bid opportunity initiated by a Bidder to any Township official, consultant or employee for the period of time from the date of issuance of the Bid on the Township's website up to and including the date that the contract has been formally awarded. This is called the "Blackout Period" of a competitive bid process.

Any communication between a Bidder and the Township during the Blackout Period will be initiated by a representative from the Township's Development and Infrastructure Department for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying for the Contract Award.

### **4.2.3 All New Information to Proponents by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all proponents by addendum posted on the Township's website. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the Township.

### **4.2.4 Post-Deadline Addenda and Extension of Submission Deadline**

If the Township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Township may extend the Submission Deadline for a reasonable period of time.

### **4.2.5 Verify, Clarify, and Supplement**

When evaluating quotations, the Township may request further information from the proponent or third parties to verify, clarify, or supplement the information provided

---

in the

proponent's quotation. The Township may revisit, re-evaluate, and rescore the proponent's response or ranking based on any such information.

### **4.3 Notification and Debriefing**

#### **4.3.1 Notification to Other Proponents**

Once an agreement is executed by the Township and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

#### **4.3.2 Procurement Protest Procedure**

Any proponent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFQ process, it should provide written notice within 60 days from notification of the outcome of the procurement process to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) A clear statement as to which procurement the proponent wishes to challenge;
- (b) A clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) The proponent's contact details, including name, telephone number, and email address.

The Township will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the Township will provide the proponent with a formal response.

### **4.4 Conflict of Interest and Prohibited Conduct**

#### **4.4.1 Conflict of Interest**

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) In relation to the RFQ process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) Having or having access to confidential information of the Township in the preparation of its quotation that is not available to other proponents;

- (ii) Having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) Receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) Communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
  - (v) Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) In relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
- (i) Could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) Could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### **4.4.2 Disqualification for Conflict of Interest**

The Township may disqualify a proponent for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined below.

An existing supplier of the Township may be precluded from participating in the RFQ process in instances where the Township has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

#### **4.4.3 Disqualification for Prohibited Conduct**

The Township may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Township determines that the proponent has engaged in any prohibited by this RFQ.

#### **4.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest.

#### **4.4.5 Proponent Not to Communicate with Media**

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

#### **4.4.6 No Lobbying**

Proponents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

#### **4.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Township; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

### **4.5 Confidential Information**

#### **4.5.1 Confidential Information of the Township**

All information provided by or obtained from the Township in any form in connection with this RFQ either before or after the issuance of this RFQ:

- (a) Is the sole property of the Township and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) Must not be disclosed without prior written authorization from the Township; and
- (d) Must be returned by the proponent to the Township immediately upon the request of the Township.

#### **4.5.2 Confidential Information of Proponent**

A proponent should identify any information in its quotation, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Proponents are

advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of quotations. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

## **4.6 Procurement Process Non-Bidding**

### **4.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) This RFQ will not give rise to any Contract-A-Based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) Neither the proponent nor the Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

### **4.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligations regarding the procurement of any goods or services will be created between the proponent and the Township by the RFQ process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **4.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township to enter into an agreement for the Deliverables.

### **4.6.4 Cancellation**

The Township may cancel or amend the RFQ process without liability at any time.

## **4.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process (Part 3):

- (a) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) Are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

#### **4.8 Accessibility for Ontarians with Disabilities**

The bidder shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations, as amended, with regard to provisions of the goods and/or services contemplated herein. The bidder, when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The bidder acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

[End of Part 4]

# APPENDIX A – FORM OF AGREEMENT

**BETWEEN:**

**CORPORATION OF THE TOWNSHIP OF RAMARA**

(referred to as the “Township”)

**AND:**

---

(referred to as the “Proponent”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

## **1. Contract Documents**

The contract between the parties in respect of:

### **Building Condition Assessments**

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) This Agreement;
- (b) The Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) The Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) The **Building Condition Assessments**, including any addenda, (the “Solicitation Document”); and
- (e) All the documentation submitted by the Proponent in response to the Solicitation Document (the “Proponent’s Submission”).

## **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract, will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

### 3. Execution

This Agreement may be executed, scanned, and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date written below.

**«PROPONENT»**

Signature:

Name:

Title:

Date of Signature:

*I have the authority to bind the Proponent.*

**Corporation of the Township of Ramara**

Signature:

Name:

Title:

Date of Signature:

*I have the authority to bind the Township.*

## **Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions**

### **A. Description of Deliverables**

The Deliverables are outlines in the **RFQ – Building Condition Assessments**, Appendix B, Section A. The Deliverables and any addenda where applicable.

### **B. Rates and Disbursements**

#### **B1. Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Township to the Proponent shall not exceed \$70,000.00 excluding H.S.T.

#### **B2. Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract.

The Rates will be as provided in Appendix C – Project Prices as provided in the Proponents Submission.

### **C. Payment Terms**

The Payment terms for the Contract are as follows:

The Township's standard payment terms are **NET 30 days** from the date of receipt of a proper invoice. To allow for timely payment, the Purchase Order number must be referenced on all invoices where applicable. The Township's Representative may direct the Proponent to submit invoices in a specific format and, if so, the Proponent must comply with such direction.

All payments will be processed using a vendor direct deposit form in Canadian funds in a Canadian Bank account within Canada. Any deviation from the accepted method of payment must be mutually agreed upon and confirmed in writing by both the Proponent and the Township.

New or existing vendors will be provided with the Township's vendor direct deposit form at the time of award of this contract.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email.

Invoices must be submitted electronically via email to [accountspayable@ramara.ca](mailto:accountspayable@ramara.ca)  
Inquiries regarding payment status shall be directed to [accountspayable@ramara.ca](mailto:accountspayable@ramara.ca)

#### **D. Township and Proponent Representatives**

The Township Representative and contact information for the Contract is:

Hannah Walton  
GIS/Asset Management Coordinator  
(705) 484-5374 ext. 243  
[Hwalton@ramara.ca](mailto:Hwalton@ramara.ca)

The Proponent Representative and contact information for the Contract is:

The Proponent acknowledges and agrees that the Proponent Representative named above has authority to legally bind the Proponent.

#### **E. Term of Contract**

This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Township and the Proponent.

#### **F. Specific Provisions**

N/A

## Schedule 2 – Standard Terms and Conditions

### Index

#### Article 1 – Interpretation

- 1.01 Defined Terms

#### Article 2 – General Provisions

- 2.01 No Indemnities from Township
- 2.02 Entire Contract
- 2.03 Severability
- 2.04 Failure to Enforce Not a Waiver
- 2.05 Changes by Written Amendment Only
- 2.06 Force Majeure
- 2.07 Notices by Prescribed Means
- 2.08 Governing Law

#### Article 3 – Nature of Relationship Between Township and Proponent

- 3.01 Proponent's Power to Contract
- 3.02 Representatives May Bind Parties
- 3.03 Proponents Not a Partner, Agent or Employee
- 3.04 Non-Exclusive Contract, Work Volumes
- 3.05 Responsibility of Proponent
- 3.06 No Subcontracting or Assignment
- 3.07 Duty to Disclose Change of Control
- 3.08 Conflict of Interest
- 3.09 Contract Binding

#### Article 4 – Performance by Proponent

- 4.01 Commencement of Performance
- 4.02 Deliverables Warranty
- 4.03 Health and Safety
- 4.04 Shipment of Goods
- 4.05 Use and Access Restrictions
- 4.06 Notification by Proponent of Discrepancies
- 4.07 Change Requests
- 4.08 Pricing for Requested Changes
- 4.09 Performance by Specified Individuals Only
- 4.10 Time
- 4.11 Rights & Remedies Not Limited to Contract

#### Article 5 – Payment for Performance and Audit

- 5.01 Payment According to Contract Rates

- 5.02 Hold Back or Set Off
- 5.03 No Expenses or Additional Charges
- 5.04 Payment of Taxes and Duties
- 5.05 Withholding Tax
- 5.06 Interest on Late Payment
- 5.07 Document Retention and Audit

#### Article 6 – Confidentiality

- 6.01 Confidentiality and Promotion Restrictions
- 6.02 Township Confidential Information
- 6.03 Restrictions on Copying
- 6.04 Notice of Breach
- 6.05 Injunctive and Other Relief
- 6.06 Notice and Protective Order
- 6.07 Records and Legislative Compliance
- 6.08 Survival

#### Article 7 – Intellectual Property

- 7.01 Township Intellectual Property
- 7.02 No Use of Township Insignia
- 7.03 Ownership of Intellectual Property
- 7.04 Proponent's Grant of Licence
- 7.05 No Restrictive Material in Deliverables
- 7.06 Third-Party Intellectual Property
- 7.07 Survival

#### Article 8 – Indemnity and Insurance

- 8.01 Proponent Indemnity
- 8.02 Insurance
- 8.03 Proof of Insurance
- 8.04 Workplace Safety and Insurance

#### Article 9 – Termination, Expiry and Extension

- 9.01 Immediate Termination of Contract
- 9.02 Dispute Resolution by Rectification Notice
- 9.03 Termination on Notice
- 9.04 Proponent's Obligations on Termination
- 9.05 Proponent's Payment Upon Termination
- 9.06 Termination in Addition to other Rights
- 9.07 Expiry and Extension of Contract
- 9.08 Evaluation of Performance

## Article 1 – Interpretation

### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means as such authorities, agencies, bodies and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Township has elected to be closed for business;

**“Township Confidential Information”** means all information of the Township that is of a confidential nature, including all confidential information in the custody or control of the Township, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Proponent in connection with the Contract. For greater certainty, Township Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Township, the Proponent or any third-party; (ii) all information (including Personal Information) that the Township is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Proponent or any duty of confidentiality owed by the Proponent to the Township or to any third-party; (ii) the Proponent can demonstrate to have been rightfully obtained by the Proponent, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Proponent free of any obligation of confidence; (iii) the Proponent can demonstrate to have been rightfully know to or in the possession of the Proponent at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Proponent; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law; and

**“Township Representative”** is as set out in Schedule 1, Section D.

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Proponent had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an

unfair advantage, including but not limited to: (i) having access to information that is confidential to the Township and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Deliverables”** means everything developed for or provided to the Township in the course of performing under the Contract or agreed to be provided to the Township under the Contract by the Proponent or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Appendix B, Section A, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Effective Date”** is as set out in Schedule 1, Section E.

**“Indemnified Parties”** means the Township and the Township's elected officials, directors, officers, agents, employees and volunteers;

**“Industry Standards”** include, but are not limited to: (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Proponent establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Township;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Proponent in the course of performance of its obligations under the Contract;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Appendix B, Section A.

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the Township to the Proponent, or provided by the Proponent to the Township, for the purposes of the Contract; or (b) created by the Proponent in the performance of the Contract;

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Proponent Representative”** is as set out in Part 1, Section 1.2.

**“Proponent’s Intellectual Property”** means Intellectual Property owned by the Proponent prior to its performance under the Contract or created by the Proponent during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Term”** is as set out in Part 1, Section 1.3.2.

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the Township or the Proponent.

## **Article 2 – General Terms**

### **2.01 No Indemnities from the Township**

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township beyond the obligation to pay the Rates in respect of Deliverables accepted by the Township, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

### **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

### **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remained of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **2.04 Failure to Enforce Not a Waiver**

Any failure by the Township to insist in one or more instances upon strict performance by the Proponent of any of the terms or conditions of the Contract shall not be construed as a waiver by the Township of its right to require strict performance of any such terms or conditions, and the obligations of the Proponent with respect to such performance shall continue in full force and effect.

### **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract. Any written amendment, including the Township's prescribed Contract Change Order Form, may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

### **2.06 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place

contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

**2.07 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Township Representative and the Proponent Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery or email one (1) business day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

**2.08 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **Article 3 – Nature of Relationship Between Township and Proponent**

### **3.01 Proponent’s Power to Contract**

The Proponent represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Township under the Contract.

### **3.02 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

### **3.03 Proponent Not a Partner, Agent or Employee**

The Proponent shall have no power or authority to bind the Township or to assume or create any obligation or responsibility, express or implied, on behalf of the Township. The Proponent shall not hold itself out as an agent, partner or employee of the Township. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Township and the Proponent or any of the Proponent’s directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

### **3.04 Non-Exclusive Contract, Work Volumes**

The Proponent acknowledges that it is providing the Deliverables to the Township on a non-exclusive basis. The Township makes no representation regarding the volume of goods and services required under the Contract. The Township reserves the right to contract with other parties for the same or similar goods and services as those provided by the Proponent and reserves the right to obtain the same or similar goods and services internally.

### **3.05 Responsibility of Proponent**

The Proponent agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Proponent’s liabilities under the Contract and under the general application of law. The Proponent shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Proponent pursuant to the Contract or otherwise at law or in equity, the Proponent shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

### **3.06 No Subcontracting or Assignment**

The Proponent shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Township. Such

consent shall be in the sole discretion of the Township and subject to the terms and conditions that may be imposed by the Township. Without limiting the generality of the conditions which the Township may require prior to consenting to the Proponent's use of a subcontractor, every contract entered into by the Proponent with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Township.

**3.07 Duty to Disclose Change of Control**

In the event that the Proponent undergoes a change in control, the Proponent shall immediately disclose such change in control to the Township and shall comply with any terms and condition subsequently prescribed by the Township resulting from the disclosure.

**3.08 Conflict of Interest**

The Proponent shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; (c) comply with any requirements prescribed by the Township to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Proponent where: (a) the Proponent fails to disclose an actual or potential Conflict of Interest; (b) the Proponent fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or (c) the Proponent's Conflict of Interest cannot be resolved to the satisfaction of the Township. This paragraph shall survive any termination or expiry of the Contract.

**3.09 Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

## **Article 4 – Performance by Proponent**

### **4.04 Commencement of Performance**

The Proponent shall commence performance upon receipt of written instructions from the Township.

### **4.02 Deliverables Warranty**

The Proponent hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Proponent shall forthwith make the necessary corrections at its own expense as specified by the Township in a rectification notice.

### **4.03 Health and Safety**

Without limiting the generality of section 4.02, the Proponent warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Proponent's obligations under the Contract. The Proponent shall provide the Township with evidence of the Proponent's compliance with this section upon request by the Township.

### **4.04 Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Township, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Township's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Township, unless specifically agreed by the Township in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Proponent until the Deliverables are received by the Township. Receipt of the Deliverables at the Township's location does not constitute acceptance of the Deliverables by the Township. The Deliverables are subject to the Township's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Proponent shall make the necessary corrections at its own expense as specified by the Township in a rectification notice.

### **4.05 Use and Access Restrictions**

The Proponent acknowledges that unless it obtains specific written preauthorization from the Township, any access to or use of the Township property, technology or information that is not necessary for the performance of its contractual obligations with the Township is strictly prohibited. The Proponent further acknowledges that the Township may monitor the Proponent to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Proponent.

**4.06 Notification by Proponent of Discrepancies**

During the Term, the Proponent shall advise the Township promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

**4.07 Change Request**

The parties may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Proponent shall comply with all reasonable Township change requests and the performance of such request shall be in reasonable Township change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Proponent is unable to comply with the change request, it shall promptly notify the Township and provide reasons for such non-compliance. No change request shall be effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

Any Change Request executed by the Proponent and Township shall be deemed to include any and all costs incurred by the Proponent as a result of the Change Request, including, but not limited to, labour, equipment and overhead and the Proponent shall not be entitled to claim any additional compensation for these items, including any claims for delay.

**4.08 Pricing for Requested Changes**

Where a change request includes an increase in the scope of the previously contemplated Deliverables, the party requesting the change shall set out, in its change request, the proposed prices for the contemplated changes.

Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Proponent shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates;
- or

(b) the silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Township and the Proponent within a reasonable period of time and, in any event, such change request shall not become effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

**4.09 Performance by Specified Individuals Only**

The Proponent agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Proponent shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Township, which may not arbitrarily or unreasonably be withheld. Should the Proponent require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Proponent shall not claim fees for any replacement individual greater than the Rates established under the Contract.

**4.10 Time**

Time is of the essence of the Contract.

**4.11 Rights and Remedies Not Limited to Contract**

The express rights and remedies of the Township and obligations of the Proponent set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Township or any other obligations of the Proponent at law or in equity.

## **Article 5 – Payment for Performance and Audit**

### **5.01 Payment According to Contract Rates**

The Township shall, subject to the Proponent's compliance with the provisions of the Contract, pay the Proponent for the Deliverables provided at the Rates established under the Contract.

### **5.02 Hold Back or Set Off**

The Township may hold back payment or set off against payment if, in the opinion of the Township acting reasonably, the Proponent has failed to comply with any requirements of the Contract.

### **5.03 No Express or Additional Charges**

There shall be no other charges payable by the Township under the Contract to the Proponent other than the Rates established under the Contract.

### **5.04 Payment of Taxes and Duties**

Unless otherwise stated, the Proponent shall pay all applicable taxes, including excise taxes incurred by or on the Proponent's behalf with respect to the Contract.

### **5.05 Withholding Tax**

The Township shall withhold any applicable withholding tax from amounts due and owing to the Proponent under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

### **5.06 Interest on Late Payment**

If a payment is in arrears through no fault of the Proponent, the interest charged by the Proponent, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

### **5.07 Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Proponent shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or terminations of the Contract, the Proponent shall permit and assist the Township in conducting audits of the operations of the Proponent to verify (a) and (b) above. The Township shall provide the Proponent with at least ten (10) Business Days prior notice of its requirements for such audit. The Proponent's obligations under this paragraph shall survive any termination or expiry of the Contract.

## **Article 6 – Confidentiality**

### **6.01 Confidentiality and Promotion Restrictions**

Any publications related to the Contract shall be at the sole discretion of the Township. The Township may, in its sole discretion acknowledge the Deliverables provided by the Proponent in any such publication. The Proponent shall not make use of its association with the Township without the prior written consent of the Township. Without limiting the generality of this paragraph, the Proponent shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Township.

### **6.02 Township Confidential Information**

During and following the Term, the Proponent shall: (a) keep all Township Confidential Information confidential and secure; (b) limit the disclosure of Township Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Township Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Township and (ii) in respect of any Township Confidential Information about any third-party, the written consent of such third-party; (d) provide Township Confidential Information to the Township on demand; and (e) return all Township Confidential Information to the Township on or before the expiry or termination of the Contract, with no copy or portion kept by the Proponent.

### **6.03 Restrictions on Copying**

The Proponent shall not copy any Township Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Proponent, the Proponent must reproduce all notices which appear on the original.

### **6.04 Notice of Breach**

The Proponent shall notify the Township promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use to Township Confidential Information.

### **6.05 Injunctive and Other Relief**

The Proponent acknowledges that breach of any provisions of this Article may cause irreparable harm to the Township or to any third-party to whom the Township owes a duty of confidence, and that the injury to the Township or to any third-party may be difficult to calculate and inadequately compensable in damages. The

Proponent agrees that the Township is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

**6.06 Notice of Protective Order**

If the Proponent or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Township Confidential Information, the Proponent will provide the Township with prompt notice to that effect in order to allow the Township to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Township and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Proponent will disclose only that portion of Township Confidential Information which the Proponent is legally compelled to disclose, only to such person or persons to which the Proponent is legally compelled to disclose, and the Proponent shall provide notice to each such recipient (in co-operation with legal counsel for the Township) that such Township Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Township Confidential Information subject to those terms and conditions.

**6.07 Records and Legislative Compliance**

The Proponent and the Township acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Proponent agrees (a) to keep Records secure; (b) to provide Records to the Township within seven (7) calendar days of being directed to do so by the Township for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Township determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Township; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Township representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Township would improve the adequacy and effectiveness of the Proponent's measures to ensure the security and integrity of Personal Information and Records

generally; and (h) that any confidential information supplied to the Township may be disclosed by the Township where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

**6.08 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

## **Article 7 – Intellectual Property**

### **7.01 Township Intellectual Property**

The Proponent agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Township to the Proponent shall remain the sole property of the Township at all times.

### **7.02 No Use of the Township Insignia**

The Proponent shall not use any Insignia or logo of the Township except where required to provide the Deliverables, and only if it has received the prior written permission of the Township to do so.

### **7.03 Ownership of Intellectual Property**

The Township shall be the sole owner of any Newly Created Intellectual Property. The Proponent irrevocably assigns to and in favour of the Township and the Township accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Township all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Proponent's Intellectual Property, the Proponent grants to the Township a licence to use that Proponent Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Proponent by the Township.

### **7.04 Proponent's Grant of License**

For those parts of the Deliverables that are Proponent Intellectual Property, the Proponent grants for the Township a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Township.

### **7.05 No Restrictive Material in Deliverables**

The Proponent shall not incorporate into any Deliverables anything that would restrict the right of the Township to modify, further develop or otherwise use the Deliverables in any way that the Township deems necessary, or that would prevent the Township from entering into any contract with any contractor other than the Proponent for the modification, further development of or other use of the Deliverables.

**7.06 Third-Party Intellectual Property**

The Proponent represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Proponent further represents and warrants that it has obtained assurances with respect to any Proponent Intellectual Property and Third-Party Intellectual Property that have any rights of integrity or any other moral rights associated therewith have been waived.

**7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## **Article 8 – Indemnities and Insurance**

### **8.01 Proponent Indemnity**

The Proponent hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Proponent, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Proponent’s obligations under, or otherwise in connection with, the Contract. The Proponent further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Township, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

### **8.02 Insurance**

The Proponent hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Proponent would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operation liability. The policy is to include the following:

- the Township as an additional named insured with respect to liability arising in the course of performance of the Proponent’s obligation under, or otherwise in connection with, the Contract.
- Contractual liability coverage.
- Cross-liability and severability of interests clause.
- Employers liability coverage.
- 30 day written notice of cancellation, termination or material change.
- Tenants legal liability coverage (if applicable and with suitable sub-limits).

- Non-owned automobile coverage with blanket contractual coverage for hired automobiles.

### 8.03 **Proof of Insurance**

The Proponent shall provide the Township with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Proponent shall provide the Township with renewal replacements on or before the expiry of any such insurance. Upon the request of the Township, a copy of each insurance policy shall be made available to it. The Proponent shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Township and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

### 8.04 **Workplace Safety and Insurance**

The Proponent warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Township upon request. The Proponent covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Proponent further agrees to indemnify the Township for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Proponent's failure to comply with any applicable workplace safety and insurance laws or related to the Proponent's status with any workplace safety and insurance board or body.

## **Article 9 – Termination, Expiry and Extension**

### **9.01 Immediate Termination of Contract**

The Township may immediately terminate the Contract upon giving notice to the Proponent where (a) the Proponent is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Proponent's insolvency; (b) the Proponent breaches any provision in Article 6 (Confidentiality); (c) the Proponent breaches the Conflict of Interest paragraph in Article 3 (Nature or Relationship Between Township and Proponent); (d) the Proponent, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Township; (e) the Proponent undergoes a change in control which adversely affects the Proponent's ability to satisfy some or all of its obligations under the Contract; (f) the Proponent subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Township; or (g) the Proponent's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### **9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Proponent fails to comply with any of its obligations under the Contract, the Township may issue a rectification notice to the Proponent setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Proponent shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Township. If the Proponent fails to either comply with that rectification notice or provides a satisfactory rectification plan, the Township may immediately terminate the Contract. Where the Proponent has been given an prior rectification notice, the same subsequent type of non-compliance by the Proponent shall allow the Township to immediately terminate the Contract.

### **9.03 Termination on Notice**

The Township reserves the right to terminate the Contract, without clause, upon thirty (30) calendar days prior notice to the Proponent.

### **9.04 Proponent's Obligation on Termination**

On termination of the Contract, the Proponent shall, in addition to its other obligations under the Contract and at law (a) at the request of the Township, provide the Township with any completed or partially completed Deliverables; (b) provide the Township with a report detailing: (i) the current state of the provision of Deliverables by the Proponent at the date of termination; and (ii) any other information requested by the Township pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as

may be required by the Township to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Township, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**9.05 Proponent's Payment Upon Termination**

On termination of the Contract, the Township shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Proponent of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Township may hold back payments or set off against any payments owed if the Proponent fails to comply with its obligations on termination.

**9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Township under the Contract, at law or in equity.

**9.07 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same terms, conditions and covenants contained in the Contract. The Option shall be exercisable by the Township giving notice to the Proponent not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**9.08 Evaluation of Performance**

The Proponent will be subject to performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Proponent fails to perform its obligations under the Contract, the Township may, in addition to any and all legal and equitable remedies available to it, place the Proponent on probation or suspend the Proponent from participating in future procurement opportunities.

# APPENDIX B – RFQ PARTICULARS

## A. The Deliverables

### A1. Background

In alignment with the Township's proactive asset management strategy and in compliance with *Ontario Regulation 588/17: Asset Management Planning for Municipalities*, the Township is initiating a comprehensive Building Condition Assessment Program. This program will support long-term capital planning and maintenance strategies across all Township-owned facilities.

The Township is seeking a qualified engineering firm to conduct detailed assessments using Uniformat II classification system. The Successful Proponent will prepare 10-year capital and maintenance plans for each facility, supporting future budget planning and lifecycle management.

The assessment will cover:

- 11 buildings in the Water portfolio;
- 16 buildings in the Wastewater portfolio; and
- 35 buildings in the Regular Tax Base portfolio.

### A2. Scope of Work

The Successful Proponent will be responsible for the following:

#### Building Condition Assessments

- Conduct visual, non-destructive inspections of all listed facilities.
- Document conditions with digital photographs of key building systems and components.
- Assess building elements including:
  - Structural frame and envelope
  - Roofing
  - Plumbing
  - HVAC
  - Electrical
  - Life safety/fire protection
  - Interior finishes
  - Security systems
  - Site features (e.g., parking, drainage, lighting)

#### Code Compliance and Deficiency Identification

- Identify physical deficiencies and code violations (TSSA, ESA, OBC, AODA, etc.).
- Highlight missing or outdated components and functional design issues.
- Provide recommendations for priority upgrades and replacements.

## **Condition Ratings and Cost Estimates**

- Assign condition ratings (1-5 scale) based on observed conditions and estimated remaining life.
- Prepare Class D cost estimates for all deficiencies and upgrades.
- Calculate Facility Condition Index (FCI) for each building, by class, and for the full portfolio.

## **10-Year Planning**

- Develop 10-Year Preventative Maintenance Plans and 10-Year Capital Plans for each facility.
- Provide annual cash flow summaries for maintenance and capital needs.
- Model investment scenarios including:
  - FCI projections with and without investment.
  - Annual investment scenarios (e.g., \$15,000/year + \$75,000 reserve contributions)

## **Climate Change and Sustainability**

- Assess vulnerabilities related to climate change and recommend mitigation strategies.
- Estimate costs for adaptation measures and emergency planning.
- Identify opportunities to reduce greenhouse gas emissions through upgrades or retrofits.

## **Reporting and Accessibility**

- The Successful Proponent shall provide all reporting deliverables as outlined in Section 2.5 Reports, including the required hard and digital copies, accessibility standards, approved file formats for maps and graphics, and presentation obligations. This section services as a summary only; proponents shall refer to the referenced section for full details and specifications.

## **Priority Sites**

Due to planned capital works in 2026, preliminary findings are required as soon as possible for the following high-priority facilities:

- Yard 1
- Fire Hall 1

These findings will inform immediate decision-making and budget planning for upcoming projects.

## **A3. Regulations and Approvals**

N/A

#### **A4. Communications and Hours of Operation**

The purpose of this section is to outline additional requirements and specifics regarding communications between the Successful Proponent and the Township. It is expected that the Successful Proponent will take every reasonable measure to maintain clear lines of communication with the Township's representatives and operations staff. The daily operation of the equipment that makes up the water, wastewater and municipal systems is the sole responsibility of operations staff, and no actions are to be taken or changes made that may encroach upon, impede, or otherwise negatively impact this responsibility without first consulting operations staff and ensuring they are properly informed of all aspects of the work.

Any stoppage in work already underway shall be communicated to the Township and must include reasoning and estimated resumption. Failure to comply with any of the requirements identified herein may result in cancellation of work, termination of the contract, and/or the work being reassigned. In such cases, the Township reserves the right to hire third parties to complete any outstanding work that may fall within the scope of this RFQ.

Not all Township-owned buildings are staffed full-time, and access may be limited depending on operational needs and/or schedules. To ensure efficient site visits and to minimize disruption to ongoing work, the Successful Proponent will be required to coordinate with the designated Township representative to develop a detailed inspection schedule. This schedule will outline the sequence and timing of visits to each facility. Any deviation from the agreed-upon schedule must be communicated in advance and approved by the specified Township contact to ensure continued access and operational continuity.

#### **B. Material Disclosures**

No material disclosures exist for this RFQ.

#### **C. Mandatory Submission Requirements**

##### **1. Proponents Submission**

Each Proponent must provide the following content in their quotation, as set out under Evaluation Criteria in section F of the RFQ Particulars (Appendix B).

- (a) Company Background and Relevant Experience.
- (b) Key Personnel and Organizational Chart
- (c) Understanding of the Project, Work Plan and Schedule.

##### **2. Pricing**

Each quotation must include pricing information that complies with the instructions set out below in Section F of Appendix B.

### 3. Other Mandatory Submission Requirements

N/A

### D. Mandatory Technical Requirements

The Facility Condition Assessments must address the deficiencies in the accessibility requirements contained in the Ontario Building Code and the *Integrated Accessibility Standards O.Reg 191/11 under the Access for Ontarians with Disabilities Act, 2005*.

### E. Pre-Conditions of Award

1. Signed Agreement – Appendix A – Form of Agreement;
2. Current insurance certificate that includes at a minimum, the requirements outlined in Appendix A – Form of Agreement;
3. Electronic Funds Transfer Form; and
4. Valid Workplace Safety and Insurance Board Certificate (WSIB) of Clearance.

### F. Evaluation Criteria

The following sets out the categories, weightings, and descriptions of the rated criteria of this RFQ. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Evaluation Criteria</b>	<b>Weighting Points</b>
<b>Company Experience &amp; Proven Performance</b> Evaluates the proponent's history and demonstrated ability to successfully complete similar building condition assessments. This includes the relevance and quality of past projects, references, and evidence of reliable results.	25
<b>Key Personnel &amp; Staffing Capacity</b> Assesses the qualifications, skills, and availability of the proposed team. The Township must be confident that the proponent has sufficient, capable staff to complete all facility assessments on time and to a high standard.	10
<b>Proposal Quality, Presentation &amp; Approach</b> Reviews the clarity, organization, and professionalism of the submission. The planning methodology and presentation are considered indicators of the care, attention to detail, and overall quality the Township can expect during the project.	15
<b>Pricing</b> Pricing represents the highest weighting and will significantly influence the overall evaluation. Proposals must provide clear, transparent, and competitive pricing for all components of the building condition assessment.	50

## **Quotation Content for Non-Price Criteria**

Each Proponent must provide the following content in their quotation, as succinct and concise as possible:

### **1. Company Background and Proven Performance (25 Points)**

Proponents will be evaluated based on their demonstrated experience and proven track record in delivering building condition assessments of similar scope, scale and complexity. Submissions should clearly outline relevant past projects, including municipal or public sector work where applicable, and highlight the proponent's familiarity with industry standards, asset management practices and regulatory requirements.

Emphasis will be placed on the quality and relevance of completed projects, the proponent's ability to deliver accurate, actionable data and their success in supporting long-term capital planning and asset management decision-making. References may be contacted to verify performance, including adherence to schedules, quality of deliverables, communication effectiveness and overall client satisfaction.

Proponents should also demonstrate consistency in delivering reliable results, including the use of established methodologies, quality assurance processes and continuous improvement practices. The Township is seeking a proponent with a proven ability to provide dependable, high-quality assessments that support effective asset lifecycle management.

### **2. Key Personnel and Staffing Capacity (10 Points)**

Evaluation of this criterion will focus on the qualifications, experience and availability of the proposed project team. Proponents must clearly identify key personnel who will be assigned to the project, including project managers, technical specialists and field assessors, along with their relevant credentials, certifications and experiences in conducting building condition assessments.

Proponents are required to submit concise curriculum vitae (CVs) for all key personnel that will be directly involved in the project. Each CV should highlight relevant project experience including examples of similar building condition assessments, roles and responsibilities on those projects and demonstrated expertise aligned with the requirements of this RFP.

The Township will assess whether the proposed team possesses the necessary technical expertise and practical experience to complete all required facility assessments thoroughly and accurately. Proponents must also demonstrate sufficient staffing capacity to meet project timelines without compromising quality, including contingency plans to address potential resourcing challenges.

Consideration will be given to team structure, defined roles and responsibilities and the proponent's ability to maintain continuity throughout the project. The Township seeks assurance that the identified personnel are not only qualified but will remain actively involved and available for the duration of the assignment.

### **3. Proposal Quality, Presentation & Approach (15 Points)**

Proponents will be evaluated on their overall clarity, organization and professionalism, as well as the proponent's demonstrated understanding of the project objectives. Submissions should present a well-defined and logical approach to completing the building condition assessments, including detailed methodologies, work plans, scheduling and deliverables.

The proposed approach should reflect a thorough understanding of the industry best practices and clearly describe how data will be collected, validated, analyzed and reported. Proponents should outline their processes for ensuring accuracy, consistency and completeness of assessment data, as well as how the results will be structured to support the Township's asset management and capital planning needs.

Attention will also be given to the quality of communication within the proposal, including the use of clear, concise language and well-organized content. A high-quality submission is considered indicative of the level of diligence, attention to detail and professionalism the proponent will bring to the project. The Township is seeking a proponent that demonstrates not only technical capability but also a strong commitment to clear communication and quality deliverables.

## **G. Price Evaluation Method**

Pricing is worth 50 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### **Instructions on How to Provide Pricing**

- (a) Proponents should submit their pricing information on the form provided in Appendix C – Project Prices
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Unless otherwise indicated in the requested pricing information, rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel

and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all overhead, including any fees or other charges required by law.

## APPENDIX C – PROJECT PRICES

Description	Project Price
Facility Condition Assessments for Township Buildings	\$ _____
Provisional Hourly Rate	\$ _____ /hr

## APPENDIX D – LIST OF FACILITIES

Asset ID	Facility	Address	In Service Date	Size SQ. FT	Construction Type	Occupancy Type	Replacement Cost, 2025
<b>Water Department Facilities</b>							
1716	Lagoon City Water Treatment Plant	2 Poplar Crescent, Ramara	1978	1,950	Steel Frame, Concrete Block Walls, One Storey	Water Treatment Facility	\$744,619.00
1712	Bayshore Water Treatment Plant	143A Bayshore Drive, Ramara	2004	552	Steel Frame, One Storey	Water Treatment Facility	\$70,213.00
1711	Bayshore Water Treatment Plant – Section 1	143A Bayshore Drive, Ramara	1976	480	Steel Frame, One Storey	Water Treatment Facility	\$71,857.00
1713	South Ramara Water Treatment Plant	3001 Suntrac Drive, Ramara	1980	2,154	Steel Frame, Part Block and Part Sandwich Panel Wall	Water Treatment Facility	\$362,888.00
1714	Brechin Water Tower	2787 Perry Avenue, Brechin	1979	2,000	150' Height, Concrete Structure with Steel Liner	Water Tower	\$821,528.00
1735	Val Harbour Water Treatment Plant – Section 1	3885 Edgehill Road, Ramara	2004	282	Steel Frame, Sandwich Panel Walls, One Storey	Water Treatment Facility	\$14,404.00
1733	Davy Drive Water Treatment Plant	7230 Davy Drive, Washago	2004	464	Steel Cladding, Sandwich Panel Walls, One Storey	Water Treatment Facility	\$67,793.00
1732	Parklane Water Treatment Facility	7995 Parklane Crescent, Washago	2004	464	Masonry Bearing Frame and Concrete Block Walls, One Storey	Water Treatment Facility	\$68,585.00
1736	Val Harbour Water Treatment Plant – Section 2	3885 Edgehill Road, Ramara	2005	150	Wood Construction, One Storey	Water Treatment Facility	\$4,722.00
4377	Water Tower Electrical Shed	2787 Perry Avenue, Brechin	2023	Unknown	Wood Construction	Electrical Housing Shed	\$6,461.00

1734	Davy Drive Water Treatment Plant, Generator Shed	7230 Davy Drive, Washago	2005	143	Wood Construction	Generator Shed	\$3,433.00
<b>Water Department Totals</b>				<b>6,639 sq.ft</b>			<b>\$2,236,503.00</b>
<b>Wastewater Department Facilities</b>							
2653	Environmental Services Building	2115 Highway 12, Brechin	2010	1,260	Wood Frame, Metal Exterior Walls, One Storey	Garage Bay Addition	\$26,943.00
1975	Sewage Pumping Station #5	Poplar Crescent and Paradise Boulevard, Brechin	1977	50	Concrete Structure	Sewage Pumping Station	\$87,266.00
1704	Environmental Services Building	2115 Highway 12, Brechin	2003	3,424	Wood Frame and Wood Siding Walls, One Storey	Office Building	\$225,504.00
1729	Bayshore Village Irrigation Pump House	3820 Barnstable Drive, Ramara	1990	150	Metal Construction, One Storey	Pump House	\$11,786.00
1709	Lagoon City Wastewater Treatment Plant #2	155 Laguna Parkway, Brechin	1987	1,220	Masonry Bearing Concrete Block Walls, One Storey	Wastewater Treatment Plant	\$220,977.00
1708	Lagoon City Wastewater Treatment Plant #1	155 Laguna Parkway, Brechin	1979	1,220	Masonry Bearing Concrete Block Walls, One Storey	Wastewater Treatment Plant	\$255,705.00
2276	Lagoon City Wastewater Treatment Plant	155 Laguna Parkway, Brechin	2008	467	Masonry Bearing Concrete Block Walls	Blower Building	\$339,206.00
2275	Lagoon City Wastewater Treatment Plant #2	155 Laguna Parkway, Brechin	2008	426	Masonry Bearing Concrete Block Walls, One Storey	UV Building	\$269,914.00
3704	Bayshore Village Pump Station	195/197 Bayshore Drive, Ramara	2016	180	Wood Construction, Steel Siding, Concrete Pad	Generator Shed	\$12,204.00
1971	Sewage Pumping Station #4	Paradise Boulevard, Brechin	1979	50	Concrete Structure	Sewage Pumping Station	\$135,528.00

3026	Sewage Pumping Station #4	Paradise Boulevard, Brechin	2013	50	Concrete Structure	Sewage Pumping Station Enclosure	\$21,473.00
3092	Sewage Pumping Station #8	Ramara Road 47, Brechin Park	2008	50	Concrete Structure	Sewage Pumping Station	\$117,930.00
2882	Sewage Pumping Station #7	Perry Avenue, Brechin	2012	50	Concrete Structure	Sewage Pumping Station Enclosure Expansion	\$5,302.00
2881	Sewage Pumping Station #6	Firehall 1, County Road 47, Brechin	2012	50	Concrete Structure	Sewage Pumping Station Enclosure	\$5,302.00
1983	Sewage Pumping Station – Bayshore Village, West	165 Bayshore Drive, Ramara (adjacent)	1978	50	Concrete Structure	Sewage Pumping Station	\$85,638.00
2002	Bayshore Village Treatment Plant	3820 Barnstable Drive, Ramara	1994	50	Effluent Pump House Electrical System	Pump House	\$53,101.00
1979	Sewage Pumping Station – Bayshore Village, East	197 Bayshore Drive, Ramara (behind)	1978	70	Concrete Structure	Sewage Pumping Station	\$85,638.00
<b>Wastewater Department Totals</b>				<b>8,817 sq.ft</b>			<b>\$1,953,417.00</b>
<b>General Tax Base Facilities</b>							
1689	Fire Hall #1	3290 County Road 47, Brechin	2008	Unknown	Unknown	Addition – Sewer Hook Up	\$36,311.00
1695	Longford Community Centre	3854 Longford Mills Road, Rama	1991	912	Masonry Bearing Block Walls, One Storey	1991 Addition	\$132,299.00
1719	Ramara Centre	5483 Highway 12, Ramara	2001	525	Steel Frame and Walls, One Storey	Garage Building	\$25,417.00
1702	Yard 3	7305 County Road 169, Washago	2008	720	Wood Frame Shed, One Storey	Storage Building Addition	\$29,257.00
1690	Fire Hall #2	85 Patricia Drive, Ramara	1985	2,350	Bearing Block and Brick Walls, One Storey	Fire Hall #2	\$666,729.00
1727	Lovely Day Park	3 Winchester Street, Ramara	1988	91	Concrete Block Construction	Washroom/Storage Building	\$8,278.00
1688	Fire Hall #1	3290 County Road 47, Brechin	2007	2,600	Unknown	2007 Addition – Garage and Canine	\$383,122.00

1707	Yard #2	2115 Highway 12, Brechin	1970	8,000	Wood Construction	Sand Dome	\$359,897.00
1718	Communications Building	6311 County Road 169	1997	100	Steel Frame and Walls	Beside Bell Cellular Tower	\$6,972.00
2723	Yard #1	3853 Highway 12, Ramara	2011	3,360	Concrete Foundation Storage Building	Coverall Storage Building	\$70,419.00
1700	Yard #1	3853 Highway 12, Ramara	1979	6,500	Wood Frame, Pre-Engineered Sandwich Panel Walls, One Storey	Shop and Office Building	\$961,687.00
1724	Pavillion, Brechin Ball Park	3219 Ramara Road 47, Brechin	2004	1,288	Wood Construction, Concrete Floor	Pavillion	\$26,152.00
2774	Administration Centre	2297 Highway 12, Brechin	2011	14,353	Wood Frame, One Storey	Administration Building	\$3,687,188.00
1697	Library – Medical Building	3242 Ramara Road 47, Brechin	1974	1,395	Masonry Bearing Brick and Block	Lower Level of Building	\$362,681.00
1726	Brechin Community Centre	3282 Ramara Road 47, Brechin	1978	924	Masonry Bearing Block Walls, One Storey	Washroom, Showers and Concession Booth	\$503,227.00
2771	Fire Hall #2	85 Patricia Drive, Ramara	2011	4,207	Expansion	Expansion – Vehicle Bay, Training Room, Washrooms and Showers	\$1,892,219.00
1696	Medical Centre	3242 Ramara Road 47	1974	3,600	Masonry Bearing Brick and Block Walls	Medical Centre	\$902,657.00
1725	Refreshment Booth	2 Poplar Crescent, Brechin	1997	720	Wood Construction	Located at South Harbour Beach	\$93,173.00
1691	Fire Hall #3	7305 County Road 169, Washago	1998	4,108	Steel Frame and Sandwich Panel Walls, One Storey	Fire Hall #3	\$947,445.00
1699	Yard #1	3853 Highway 12, Brechin	1978	3,400	Wood Frame, Pre-Engineered Sandwich Panel Walls, One Storey	Cold Storage Building	\$409,276.00
1701	Yard #3	7305 County Road 169, Washago	1976	5,160	Steel Frame, Pre-Engineered Sandwich Panel Walls, One Storey	Office and Garage Building	\$879,011.00

3817	Atherley Community Centre	3 Winchester Street, Ramara	2019	768	Wood Construction	Park Pavillion	\$54,269.00
1720	Administration Centre	2297 Highway 12, Brechin	2008	200	Wood Frame and Walls, One Storey	Generator Shed	\$0.00
1687	Fire Hall #1	3290 County Road 47, Brechin	1996	6,650	Steel Frame and Sandwich Panel Walls, One Storey	Original Section	\$1,497,844.00
3688	Udney Community Centre	2347 Concession Road 10	2015	576	Wood Frame, Steel Roof and Walls, One Storey	Pole Storage Barn	\$37,922.00
1723	Longford Community Centre	3854 Longford Mills Road, Rama	1990	64	Wood Construction	Shed	\$2,357.00
1710	Udney Community Centre	2347 Concession Road 10	1955	5,000	Steel Frame, Concrete Block Walls, One Storey	Community Centre	\$958,496.00
3015	Ramara Centre	5482 Highway 12, Ramara	2013	480	On Concrete Slab	Storage Pole Barn	\$31,267.00
1703	Yard #2	2115 Highway 12, Brechin	1952	2,560	Steel Frame, Concrete Block Walls, One Storey	Garage	\$352,677.00
2996	Administration Centre	2297 Highway 12, Brechin	2013	200	Wood Frame and Walls, One Storey	Generator Shed	\$9,128.00
1698	Yard #1	3853 Highway 12, Brechin	1952	2,949	Steel Frame, Concrete Block Walls, One Storey	Old Shop Building	\$364,505.00
1722	Ramara Centre	5482 Highway 12, Ramara	2008	320	Steel Construction, One Storey	Generator Shed	\$31,486.00
1694	Longford Community Centre	3854 Longford Mills Road, Rama	1919	2,720	Masonry Bearing Brick Walls, Two Storey	Original Section	\$315,811.00
1717	Fire Hall #1	3379 County Road 47	2008	128	Metal Construction	Generator Shed	\$18,606.00
<b>General Tax Base Totals</b>				<b>86,928 sq.ft</b>			<b>\$16,057,785.00</b>
<b>Overall Totals</b>				<b>102,384 sq.ft</b>			<b>\$20,247,705.00</b>