



SMITHS FALLS

RISE AT THE FALLS

REQUEST FOR TENDER

#26-PW-018

NEW PUBLIC WORKS OPERATIONS CENTRE

Town of Smiths Falls
77 Beckwith Street North
Smiths Falls, Ontario K7A 2B8
www.smithsfalls.ca

SECTION “A” – INFORMATION FOR BIDDERS

1. INVITATION TO BIDDERS

This Request for Tender (RFT) is an invitation from the Town of Smiths Falls to prospective Bidders to submit a **Tender for #26-PW-018 – New Public Works Operations Centre**.

2. TENDER TIMETABLE

The following is the schedule for this Tender:

Issue date of Tender:	July 9, 2026
Bidder's Deadline for Questions:	3:00 pm on July 24, 2026
Deadline for Issuing Addenda:	July 28, 2026
Tender Package A Submission Deadline:	3:00 p.m. on July 30, 2026
Tender Package B Submission Deadline:	3:00 p.m. on July 31, 2026
Tender Opening Date:	1:00 p.m. on August 4, 2026

The Request for Tender (RFT) timetable is tentative only and may be changed by the Town of Smiths Falls (the “Town”), in its sole discretion, at any time prior to the Tender Submission Deadline.

3. TENDER SUBMISSION

This Tender consists of two (2) separate submission packages: Tender Package A and Tender Package B. Each package shall be submitted separately in accordance with the submission requirements outlined in this Tender. Both Tender Packages are mandatory and together constitute a complete Tender submission.

Completion of all forms, schedules, and submission of the required information is mandatory. Failure to provide complete information may result in the Tender being deemed non-compliant. Only complete Tender submissions will be considered during the evaluation process.

Tender Submissions must be signed by a duly authorized official of the organization bidding. The Tender must be legible, written in ink or typewritten, and all items must be bid unless otherwise specified. Erasures, overwriting or strike-outs must be initialed by the official signing on behalf of the organization.

Alternative proposals shall not be considered unless requested in the Tender documents.

The number of bids received, and the names of bidders shall not be divulged prior to the Tender opening.

Tender Package A

Submissions must be received through the Town's Electronic Bidding System at <https://smithsfalls.bidsandtenders.ca> (the "Bidding System") no later than the Submission Deadline. Hardcopy submissions will not be permitted. The bidding system will provide a confirmation email that the bid was submitted successfully. If this email is not received, please contact Bids & Tenders support at support@bidsandtenders.ca.

The Submission Deadline will be determined by the Bidding System Clock. The timing of the bid submission is based on when the bid is received by the Bidding System, regardless of when the bidder began the submissions process. The onus and responsibility rest solely with the bidder to ensure its bid is received by the Bidding System no later than the Submission Deadline. Late bids will not be accepted by the bidding system.

Bidders are advised that transmission of bids can be delayed due to file transfer size, transmission speed and other issues. Bidders are strongly encouraged to allow sufficient time to upload their bid submission and attachment(s), if applicable, and to resolve any issues that may arise. Bidders making submissions near the Submission Deadline do so at their own risk.

Tender Package A submissions must include:

- ☐ Completed Section "C"
- ☐ Valid WSIB Clearance Certificate
- ☐ Tender Deposit (Bid Bond)
- ☐ Agreement to Bond

Tender Package B

Submissions must be submitted no later than the Tender Package B Submission Deadline by email to Chris Warner-Smith at cwarner-smith@integrateddesign.ca. Tender Package B shall only be submitted by email and shall not be uploaded to the Bidding System.

The subject line shall read: Request for Tender #26-PW-018 – Tender Package B

Once submitted, Tender Package B submissions will be considered final. No revisions, substitutions, or additional information will be accepted after submission. Bidders are responsible for ensuring their submission is complete and accurate before sending.

Tender Package B submissions must include:

- ☐ Completed Section "D"

4. DOCUMENTS TO BE RECEIVED UPON AWARD

Within ten (10) calendar days of Notification of Award, by email, the successful Bidder shall execute the Contract Agreement and provide the following:

- ☐ Signed Contract Agreement
- ☐ Valid WSIB Clearance Certificate
- ☐ Insurance Requirements
- ☐ Contractor's Schedule of Work
- ☐ Performance Bond for Fifty Percent (50%) of the Tender, including HST.
- ☐ Labour and Materials Bond for Fifty Percent (50%) of the Tender, including HST.

Failure to provide the above documentation within the specified time may result in the Tender being deemed non-compliant and the Town proceeding with the next lowest compliant Bidder.

5. RETRIEVAL OF OFFICIAL DOCUMENT AND ADDENDA

Bidders shall obtain Tender documents through the Bidding System. This Tender is available through the Bidding System only. Bidders must register to access the Town's procurement documents.

Only documents obtained through the Bidding System are to be considered the "official" documents. The Town accepts no responsibility for the accuracy of information found on other websites. The onus is on the Bidder to check the Bidding System to verify they have received all relevant information.

6. ADDENDA TO TENDER DOCUMENTS

This Tender may only be amended by an addendum, in accordance with this subsection. Such addenda may contain important information including significant changes to this Tender. If the Town, for any reason, determines that it is necessary to provide additional information relating to this Tender, such information will be communicated to all Bidders by addenda, by way of posting the addendum to the Bidding System. Each addendum shall form an integral part of this Tender.

Although the Bidding System will attempt to email registered Bidders to notify them when addenda are posted, the Town does not guarantee that emails will be sent to all Bidders or received by all Bidders. It is the Bidder's sole responsibility to check often to inform themselves of any posted addenda.

When in the opinion of the Corporation it is advisable to cancel a Tender call, an addendum will be issued stating that the Tender has been cancelled, the reason for such cancellation, and whether or not the Tender will be recalled.

Please note if an addendum is issued after a bid has been submitted, the bidding system will withdraw the bid submission and the status will change to incomplete. The bidder will need to review the status change in “My Bid” section of the bidding system and the bidder will be responsible for making any required adjustments to their bid, acknowledge the addenda and ensure the bid is resubmitted by the Tender Submission Deadline.

7. INQUIRIES / CLARIFICATION

It will be the Bidder’s responsibility to clarify with the Town any details in question not mentioned in the Tender or shown on the accompanying plans/drawings (if applicable), before submitting their bid. Any such questions shall be answered by the issue of an addendum.

Questions related to this bid are to be submitted to the Town through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity. The Town will not accept questions or requests for information by any other means.

All questions submitted will be answered via an addendum and posted to the Bidding System. Inquiries must be received no later than the Bidder’s Deadline for Questions, as noted in Section “A”, Item 2.

No oral explanation or interpretation shall modify any of the documents or provisions of this Tender.

8. WITHDRAWAL PROCEDURES

The bidding system will allow for the edit or withdrawal of a bid submission prior to the Submission Deadline. The withdrawal of a submission shall not disqualify a bidder from submitting another submission for the same contract. A bidder may submit a new bid prior to the Submission Deadline.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a submission already submitted, shall not be considered. A bidder wishing to adjust a submission must first withdraw the original submission and re-submit the alternative bid in accordance with the provisions contained herein prior to the Submission Deadline.

9. TENDERS IN ENGLISH

All communication, correspondence, inquiries, and Tender submissions must be in English.

10. BIDDER EXPENSE

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Town.

11. TENDER OPENING AND REVIEW

Bids received by the submission deadline will be opened on the date and time specified in Section “A”, Item 2. The opening will take place at the Town of Smiths Falls Municipal Office, 77 Beckwith Street North, Smiths Falls, Ontario. The total number of bids received, names of the bidders, and the total amount of each bid will be announced.

Unofficial tender results will be posted on the Bidding System as soon as possible thereafter. To view the results, navigate to the Town of Smiths Falls organization page on the Bidding System, select All from the drop-down menu (instead of Open), and select the applicable solicitation to view the unofficial bid results.

The Town will then review all tenders to confirm that the required conditions and specifications have been met. If a discrepancy in any bid submission is discovered and the Town deems it necessary, the Tender may be rejected.

12. EVALUATION OF TENDERS

The Town will review all Tender submissions to determine compliance with the requirements of the Tender documents. The Contract will be awarded to the lowest compliant Bidder, subject to the Town’s reserved rights outlined in this Tender.

In evaluating Tenders, the Town may consider factors such as the Bidder’s compliance with the Tender requirements, price, past performance on similar work for the Town, and the ability to satisfactorily complete the Work within the specified timeframe.

The Town reserves the right to waive minor informalities or irregularities in any Tender.

13. CONTRACT AGREEMENT

Each Tender is submitted with the understanding that, if accepted by the Corporation in writing through an official award, the bidder shall enter into a Contract Agreement to supply the goods or services at the tendered prices and in accordance with the terms and conditions of the Tender Documents. The form of contract shall be a CCDC2 – 2020 – Stipulate Price Contract.
.03.

14. RIGHT TO ACCEPT OR REJECT TENDERS

Notwithstanding any other provision in this Contract, The Municipality reserves the right in its sole, absolute and unfettered discretion to:

- a. make public the names of any or all tenderers and their quoted price;
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any tenderer and incorporate such response to that request for clarification into the bid;
- c. consider during the evaluation of tenders and/or adjust a tenderer's scoring and/or reject a tenderer's Bid on the basis of:
 - i) a financial analysis;
 - ii) information provided by references;
 - iii) the tenderer's past performance on previous contracts awarded by the Municipality;
 - iv) the information provided by a Tenderer pursuant to the Municipality exercising their clarification rights under this Tender process; or
 - v) Any other information deemed relevant by the Municipality that arises during the Tender process;
- d. verify with any Tenderer or with a third party any information set out in a tender;
- e. check references other than those provided by any tenderer;
- f. disqualify any tenderer whose tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- g. disqualify any tenderer or the tender of any tenderer who has engaged in conduct prohibited by this Tender process;
- h. make changes, including substantial changes, to this call for Tenders provided that those changes are issued by way of addenda in the manner set out in this Tender;
- i. select the tenderer other than the tenderer whose tender reflects the lowest cost to the Municipality or the highest overall score;
- j. cancel this Tender process at any stage;
- k. cancel this Tender process at any stage and issue a new Tender call or RFP for the same or similar deliverables;
- l. accept or reject any or all tenders in whole or in part;
- m. accept any irregular or non-compliant tender;
- n. discuss with any tenderer different or additional terms to those contemplated in this tender call; or
- o. if a single tender is received, reject the tender of the sole tenderer and cancel this tender call or enter into direct negotiations with the sole tenderer.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The tenderers acknowledge that the Municipality may rely upon the criteria it deems relevant, even though such criteria may not have been disclosed to the tenderers. By submitting a tender, the tenderer acknowledges the Municipalities' rights

under this Section and absolutely waives any right or cause of action against the Municipality or their agents arising in any way from or relating to this tender process, whether such right arises at law, equity, in contract, negligence or otherwise.

Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

15. HEALTH AND SAFETY

To protect the health and safety of all employees and to secure maximum benefit, services provided, and goods obtained will comply with all standards, codes and regulations prescribed by law and by municipal requirements. Included in this requirement is the meeting of all details of appropriate safety requirements. e.g., of legislated requirements; Occupational Health and Safety Act, and regulations pertinent to industrial establishments, CSA standards, Underwriters laboratories, electrical codes etc.

Failure to meet any of the above conditions may result in work stoppage or immediate suspension of the contract.

16. WSIB

A valid WSIB Clearance Certificate must be submitted with the Tender. The successful bidder shall maintain a valid WSIB Clearance Certificate for the duration of the Contract and provide updated certificates upon request and prior to final payment, including the release of any applicable holdback.

17. INSURANCE

The Successful Bidder shall, at its own expense, within ten (10) days of notification of acceptance and prior to the commencement of the Work, provide the Town with a Certificate of Insurance evidencing that the insurance required under GC 11.1 – Insurance of the CCDC 2 – 2020 General Conditions of the Contract has been obtained. The required insurance shall be maintained for the duration of the Contract or as otherwise required by the Contract Documents. GC 11.1 – Insurance is incorporated into and forms part of this Contract.

18. INDEMNIFICATION

Indemnification shall be in accordance with GC 13.1 – Indemnification of the CCDC 2 – 2020 General Conditions of the Contract. The provisions of GC 13.1 are incorporated into and form part of this Contract.

19. GENERAL SPECIFICATIONS

Specifications not clearly defined herein shall be in accordance with good commercial practice and best quality suitable for the intended use.

While these specifications are specific with respect to detailed requirements, it is recognized that product development activity may have led to the availability of innovations in certain areas which, if incorporated in the units would improve the operation. Bidders are encouraged to submit such changes as alternate bids separate from the bid complying with the original specifications and acceptance of such alternate bids shall be at the discretion of the Corporation.

These specifications list only the major significant details of the material required. It is the contractor's responsibility to provide the material as intended by the owner. No claim for additional compensation will be considered due to a Bidder's failure to review the Tender documents or investigate site conditions affecting the Work.

Where minimum or maximum requirements are specified, the materials offered must meet or exceed these requirements, unless what is offered as an alternative to the items specified is deemed by the Town to be acceptable and meets the intent of the specifications.

In the event the bidder's response to the item(s) specified is not clear as to the compliance with the specifications, or is unanswered or unspecified, clarification may be requested by the Corporation verbally or in writing. Changes that affect the intent of the specifications or the price bid will not be acceptable. This clause shall not require the Corporation to request clarification(s) and is not intended to limit the ability of the Corporation to reject any tender.

20. TENDER DEPOSIT

The Bid shall be accompanied by an electronic Bid Bond in the amount of ten percent (10%) of the total Bid price, excluding HST. The Bid Bond shall be in a form acceptable to the Town (such as CCDC 220 or equivalent) and shall be issued by a surety company authorized by law to carry on business in the Province of Ontario and acceptable to the Town. The Bid Bond shall be valid for a minimum of ninety (90) calendar days from the Tender closing date.

The Bid Bond shall serve as security for the execution and delivery of the Contract. Should the successful Bidder fail to execute and deliver the Contract and/or provide the required documentation within the time specified, the Bid Bond shall be forfeited to and retained by the Town.

In such event, the Town reserves the right to proceed with the second lowest compliant Bidder.

No action is required by the Town with respect to the bid securities of unsuccessful Bidders.

21. BONDING

Bidders must include an Agreement to Bond completed by their Bonding Company and submitted electronically with their Tender in order to validate their bid.

A Performance Bond for fifty percent (50%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, in a form acceptable to the Corporation, prior to execution of a contract by the Corporation.

A Labour and Materials Bond for fifty percent (50%) of the Tender, including Harmonized Sales Tax (HST), must be furnished by the Contractor, in a form acceptable to the Corporation, prior to execution of a contract by the Corporation.

20. PRICING

All Tender prices shall be quoted in Canadian dollars (CAD). Unless otherwise specified, the prices submitted shall include all labour, materials, equipment, duties, customs, freight, and all other charges necessary to complete the Work.

Tender prices shall exclude Harmonized Sales Tax (HST). HST shall be identified separately in the Form of Tender, where applicable.

All prices shall be quoted F.O.B. to the work location specified by the Town of Smiths Falls.

21. INVOICES

All invoices for amounts due under the Contract shall be submitted to the Town of Smiths Falls, either to the Town Office or by email to finance@smithsfalls.ca, and must reference the applicable Contract.

22. VALIDITY

The tendered bid shall be valid for a period of no less than ninety (90) days following the date of the closing of bids.

23. COMPLETION DATE

The contract completion date is to be determined by each bidder and identified in their bid submission. The completion date is to be considered the date in which the project in its entirety is ready for takeover and occupancy.

24. BIDDER NOT TO COMMUNICATE WITH MEDIA

A Bidder may not, at any time directly or indirectly, communicate with the media in relation to this RFT or any Agreement awarded pursuant to this RFT without first obtaining the written permission of the Town.

25. FREEDOM OF INFORMATION

The Bidder acknowledges that the Town is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and that information provided in response to this Tender may be subject to disclosure in accordance with the Act.

SECTION “B” – TENDER SPECIFICATIONS

The documents describing the scope of work for this Request for Tender are attached separately and form an integral part of this Tender. The appended documents include the following:

Architectural and Engineering Drawings

Title: “Public Works Operation Centre – Issued for Permit and Tender”

Dated: 2026-06-29

Architectural and Engineering Specifications

Title: “Public Works Operation Centre – Issued for Permit and Tender”

Dated: 2026-06-29

Bidders shall carefully review all documents, including any addenda issued during the Tender period, prior to preparing and submitting their Tender.



SECTION "C" – FORM OF TENDER – PACKAGE A

TO: The Corporation of the Town of Smiths Falls
77 Beckwith Street North
Smiths Falls Ontario, K7A 2B8

FOR: Request for Tender #26-PW-018 – New Public Works Operations Centre

SUBMITTED BY:

Print Name of Authorized Person Signing for Contract

Position

Company Name

Company Address, Town, Province and Postal Code

Phone and Email

The Bidder acknowledges receipt of the following Addendum(s):

Addendum #:	Date Received:
# _____	_____
# _____	_____
# _____	_____

Lowest or any Tender will not necessarily be accepted.

TENDER PRICE

Having become thoroughly familiar with local conditions affecting the performance and costs of the work, and having inspected the site, hereby proposes to provide all labour, material and services required to complete the work of all trades and agree to enter into a contract with the Owner according to the Contract Documents including Contingency Allowances inclusive as prepared by the Consultant for the following Stipulated sum in Canadian Dollars of:

\$ _____
Exclusive of Harmonized Sales Tax (HST)

Completion Schedule:

I/We have reviewed with all of our sub-trades and suppliers and the Construction duration to fully complete the project after contract award is:

(Number of weeks)

The Bidder declares that:

1. This Tender has been prepared independently and without collusion, fraud, or comparison of figures with any other bidder.
2. No person, firm, or corporation other than the Bidder has any interest in this Tender or in the proposed Contract.
3. No member of Council or employee of the Town has, or will have, any interest, direct or indirect, in this Tender or the resulting Contract, unless such interest has been properly declared.
4. The Bidder has carefully examined the Contract Documents and the site of the Work and agrees to perform the Work in accordance with the requirements of the Contract.
5. The Bidder confirms that they have read and understood the requirements of this Tender Document.

- 6. The Bidder acknowledges receipt of all Addenda, and that the pricing submitted includes all provisions contained therein.
- 7. The Bidder acknowledges that a complete Tender submission consists of both Tender Package A and Tender Package B, and that failure to submit both packages in accordance with the Tender requirements may result in the Tender being deemed non-compliant.
- 8. This Tender shall remain irrevocable for a period of ninety (90) days following the Tender closing date.
- 9. The Bidder agrees that notification of acceptance of this Tender shall be in writing.
- 10. The Bidder acknowledges that the Town is not obligated to accept the lowest or any Tender.

Dated at _____, Ontario, this _____ day of _____, 2026.

I have the authority to bind the Corporation.

_____ <i>Name of Authorized Person</i>	_____ <i>Signature of Authorized Person</i> <i>(Company Seal, if applicable)</i>
_____ <i>Witness and Position Held</i>	_____ <i>Signature</i>



SECTION "D" – FORM OF TENDER – PACKAGE B

TO: The Corporation of the Town of Smiths Falls
77 Beckwith Street North
Smiths Falls Ontario, K7A 2B8

FOR: Request for Tender #26-PW-018 – New Public Works Operations Centre

SUBMITTED BY:

Print Name of Authorized Person Signing for Contract

Position

Company Name

Company Address, Town, Province and Postal Code

Phone and Email

Submissions must be submitted no later than the Tender Package B Submission Deadline by email to Chris Warner-Smith at cwarner-smith@integrateddesign.ca.

The subject line shall read: Request for Tender #26-PW-018 – Tender Package B

BREAKDOWN OF TENDER PRICE – PACKAGE B

ITEM #	DIVISION OF WORK	PRICE (EXCLUDING HST)
1	Site Work	
2	Concrete Foundations and Slab	
3	Pre-Engineered Building (Main Building)	
4	Pre-Engineered Building (Cold Storage)	
5	Structural Steel Assemblies for all Other Areas	
6	Roofing	
7	Exterior Envelope	
8	Doors and Windows	
9	Drywall and Ceilings	
10	Painting	
11	Floor Finishes	
12	Plumbing	
13	HVAC	
14	Sprinkler	
15	Electrical	
16	All Other Costs Not Identified Above	
SUBTOTAL		
TAX (13%)		
TOTAL TENDER PRICE		

The undersigned certifies that the information contained in this Form of Tender Package B is true, complete, and forms part of the Tender submitted in response to Request for Tender #26-PW-018 – New Public Works Operations Centre.

Dated at _____, Ontario, this _____ day of _____, 2026.

Name of Authorized Person

Signature of Authorized Person
(Company Seal, if applicable)