

**CORPORATION OF THE TOWN OF HANOVER**  
**REQUEST FOR PROPOSAL 2025-01-ED – Hanover Downtown Plan**

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The Town of Hanover is seeking proposals for the design of a downtown plan that provides practical recommendations to reinvigorate Hanover's core by aligning community values, economic development, and tourism potential.

Proposals clearly marked "RFP 2025-01-ED" are to be received by Vicki McDonald, Clerk, Corporation of the Town of Hanover, 341 10<sup>th</sup> Street, Hanover, ON, N4N 1P5 until 2:00 pm local time, on September 26, 2025.

Request for Proposal (RFP) document with specifications and details may be obtained at Town of Hanover, 341 10<sup>th</sup> Street, Hanover, ON or on the Town of Hanover website [www.hanover.ca/tenders-bids](http://www.hanover.ca/tenders-bids).

For additional information regarding the RFP specifications, contact:

April Marshall  
Economic Development Manager  
Town of Hanover  
341 10<sup>th</sup> Street  
Hanover, ON, N4N 1P5  
[amarshall@hanover.ca](mailto:amarshall@hanover.ca)

Lowest price or any proposal not necessarily accepted.

## **1. Introduction**

The Town of Hanover (hereinafter referred to as Town) is inviting proposals from professional firms (hereinafter referred to as Proponent) with relevant experience to complete the design of a downtown plan that provides practical recommendations to reinvigorate Hanover's core by aligning community values, economic development, and tourism potential.

The Town will reserve the right to include or exclude specific items based on overall budgetary considerations.

## **2. Background**

Hanover is a progressive and vibrant lower tier municipality located within Grey County in Southwestern Ontario with a population of approximately 8,500 residents. We are one of the two primary settlement areas within the County, bordered by Bruce County to the west and West Grey to the east. Hanover is the dominant urban commercial centre within the region, providing commerce, financial, culture, entertainment, recreation, health and education services to the residents of the Town and 40,000 residents within a 30-minute drive.

### **a) Downtown Hanover**

The Hanover Downtown Improvement Area (DIA) was established in 1977 to support the enhancement and promotion of Hanover's downtown core. The DIA encompasses the area from 6th Avenue along 10th Street to 14th Avenue, including one block north and south of this corridor.

Governed by the DIA Board of Management, the organization is funded through a special tax levy on assessed property values within the DIA boundaries. Its mandate includes both physical improvements and promotional initiatives that contribute to a vibrant, attractive, and economically active downtown.

The DIA works in close partnership with the Hanover Chamber of Commerce and the Town of Hanover to deliver a variety of beautification and promotional efforts throughout the year to support and showcase local businesses, attract visitors, and foster community pride.

Through these partnerships, the DIA plays a central role in creating a welcoming downtown environment that benefits both residents and visitors, while strengthening the local economy and community identity.

## **b) Cultural Planning in Hanover**

In 2019, the Town joined leading municipalities across Canada in recognizing the important role played by cultural resources in enhancing quality of life and building prosperous and diversified local economies.

As a growing municipality in Ontario, the Town undertook this Cultural Plan to provide a strategic guide to developing and investing in its cultural resources and for leveraging these resources to advance other economic and wider community development objectives.

The Town has already shown leadership in cultural development in several ways. Firstly, by establishing a Cultural Roundtable to undertake the Cultural Plan that provides a strategic guide to planning and investing in cultural development.

Secondly, the Town has demonstrated leadership through the integration of cultural resources into a range of important existing planning documents. While enhanced attention to cultural resources is possible and necessary, a foundation has been established in references to arts, culture, or heritage in many core Town planning documents and initiatives.

## **c) Things are HIPP in Hanover!**

Building on the foundation laid by our Cultural Plan, Hanover has successfully developed a dynamic retention and attractions campaign. Hanover's Innovative People Program (HIPP) is an initiative by Hanover's Economic Development team aimed at driving the recruitment and retention of people, businesses, and investment to the community. This program infuses creativity, culture, and business with the tools to accelerate Hanover to the next level. It encourages people to make Hanover their own by highlighting the cultural layers, business resources, and career value.

### **HIPP Campaigns**

#### **HIPP Apprentice**

Hanover is a huge advocate of youth apprenticeship programs and aims to retain youth in our community by profiling and building community apprenticeship opportunities. This campaign promotes the process and skills training not only for youth but also for employers.

#### **HIPP Entrepreneur**

Hanover embraces people with big ideas and offers friendly programs that understand and respect the spirit of entrepreneurship. This campaign emphasizes business startup and expansion resources for entrepreneurs, offered through the Community

Improvement Program (CIP) and other area resources, to attract new creative thinkers, businesses, and investment.

### **HIPP Lifestyle**

As a regional centre in Grey County, Hanover prides itself on being a progressive and vibrant community. Surrounded by a rural landscape and within 90 minutes of major urban centres, Hanover is an exciting place to live. With a casino, horse raceway, a live music and theatre scene, and various recreational sports, we position our great quality of life to attract new residents and workers to help fill jobs and address the skills gap.

### **HIPP Culture**

Check out our new Cultural Matchmaker Quiz. While not a dating site, it is a fun way to match your personality type with the cultural attractions within and surrounding Hanover. The goal is to give you opportunities to become more engaged with our community through participation or volunteerism.

Hanover's Innovative People Program (HIPP) is more than just a campaign; it's a dynamic brand that embodies the spirit and vibrancy of our community and leverages Hanover's strengths and opportunities to market the community effectively. It showcases the Town's creativity, culture, business resources, quality of life, and community engagement, making Hanover a desirable destination for residents, businesses, and visitors.

## **3. Project Scope and Deliverables**

The Town is seeking a qualified Proponent with relevant experience to undertake the development of a downtown plan that leverages existing work done via our partners and stakeholders, cultural and retention and attraction planning.

### **a) Shared Goals of the Downtown Plan for Hanover**

The Downtown Plan aims to reinvigorate Hanover's core by aligning community values, economic development, and tourism potential. The shared goals include:

#### **1. Strengthening Downtown Hanover's Vitality**

Enhance the economic, physical, and social well-being of the downtown area to sustain a vibrant, welcoming space for residents and visitors alike.

#### **2. Building Through Collaboration**

Foster success through partnerships with local businesses, organizations, and residents, ensuring community involvement and smart growth principles guide development, as well as identifying roles and responsibilities for key stakeholders.

**3. Driving Tourism and Investment Through Data**

Use evidence-based decision-making to stimulate tourism, attract reinvestment, and support sustainable economic development in the downtown core.

**4. Creating a Destination Downtown**

Develop a new attraction that complements Hanover's existing downtown offerings, encouraging regional visitors and travellers to explore and engage with the community.

**b) Project Scope**

The scope of the Downtown Plan focuses on creating a tourism component that enhances the downtown experience for both residents and visitors, while supporting long-term community and economic goals, also to promote people stopping and visiting while travelling through our community.

**1. Research and Analysis**

- Assess Hanover's current downtown tourism assets, cultural features, and visitor demographics.
- Consider existing plans and data such as the 2015 Downtown Hanover Streetscape Plan, Hanover Cultural Plan, Hanover's Innovative People Program (HIPP) Retention & Attraction Plan, Business Retention & Expansion Survey Responses, Spotlight by Environics available data, etc.
- Inventory business mix, and building vacancies, to identify business attraction needs.
- Identify gaps in downtown offerings and opportunities for new experiences.
- Study successful downtown tourism strategies from similar communities.

**2. Stakeholder Engagement**

- Build on previous community engagement efforts.
- Leverage the Downtown Plan working group steering the project with representation from the Town, DIA, and Cultural Roundtable.
- Consult with downtown and entertainment district businesses, service and cultural groups, and residents through the Economic, Tourism, and Cultural Development Advisory Committee and the DIA Board of Management.
- Confirm stakeholder needs and preferences to ensure inclusive planning.

**3. Concept Development**

- Develop attraction concepts that activate downtown spaces (e.g., vacant storefronts for business attraction, heritage, public and green spaces, interactive art installations, seasonal events, etc.).
- Recommend physical improvements to support the objectives of this plan and promote visitation (e.g., accessibility, beautification, infrastructure improvements, active transportation and walkability, etc.)

- Evaluate each concept for feasibility, cost, and impact on downtown tourism and community life.
- 4. Attraction Design and Planning**
- Select and refine the most promising concept(s) for downtown implementation.
  - Create detailed design plans including location, infrastructure, and visitor experience.
  - Develop a marketing strategy that highlights downtown Hanover as a destination and builds on established brands.
- 5. Implementation Plan**
- Outline a phased plan with clear timelines and milestones.
  - Identify potential funding sources and budget needs.
  - Establish partnerships with downtown businesses and organizations for support and collaboration, while identifying key stakeholders' roles and responsibilities.
- 6. Promotion and Marketing**
- Create promotional materials tailored to both residents and visitors (e.g., brochures, website content, social media campaigns).
  - Plan a launch event in the downtown core to generate excitement and media coverage.
  - Propose ongoing marketing efforts to maintain interest and engagement.
- 7. Monitoring and Evaluation**
- Define performance metrics to measure success (e.g., foot traffic, business engagement, visitor satisfaction).
  - Ensure stakeholders have access to data and expertise for informed decision-making.
  - Encourage ongoing volunteer and stakeholder collaboration.

**c) Tailored Outcomes for Visitors and Residents**

- For Visitors:
  - A compelling reason to stop, explore, and engage with downtown Hanover.
  - A new attraction that enhances the visitor experience and showcases Hanover's unique character.
  - Improved amenities and events that make downtown a memorable destination.
- For Residents:
  - A rejuvenated downtown that reflects community pride and supports local businesses.
  - Opportunities to participate in planning, events, and volunteer efforts.

- Access to new cultural and recreational experiences close to home.

**d) Deliverables**

- **Research Report**

- Comprehensive analysis of current downtown and tourism assets, business types and visitor demographics.
- Identification of gaps and opportunities in existing offerings.

- **Stakeholder Engagement Summary**

- Documentation of input reviewed and feedback from applicable stakeholder engagement efforts.
- List of key stakeholders and their proposed roles and responsibilities in the project.

- **Concept Proposals**

- Detailed descriptions of potential attractions with feasibility assessments.
- Visual representations (e.g., sketches, maps) of proposed concepts.

- **Design and Planning Documents**

- Detailed design plans for the selected attraction(s).
- Infrastructure and visitor experience requirements.
- Marketing strategy.

- **Implementation Plan**

- Phased implementation timeline with milestones.
- Budget and funding strategy.
- Partnership agreements with local businesses and organizations.

- **Promotional Materials**

- Brochures, website content, and social media campaign and event launch plans.
- Proposed media coverage strategy.

- **Monitoring and Evaluation Framework**

- Metrics for measuring success.

The total available budget for the Downtown Plan, including the development of a tourism component, is \$35,000.00. Proponents are expected to provide a detailed cost breakdown aligned with the project elements outlined in the scope of work.

The budget should be structured to allow for phased implementation, enabling the Town and its partners to prioritize components based on available funding. Proposals that demonstrate cost-efficiency, scalability, and value-added services will be viewed favourably.

Proponents are encouraged to:

- Identify essential vs. optional components within their pricing.
- Highlight any in-kind contributions or leveraged partnerships.
- Include a contingency plan for managing potential cost overruns or scope adjustments.

**4. RFP Schedule**

The Town will conduct the RFP process according to the following dates.  
These dates may be subject to change:

Task	Date
Issue of RFP	August 15, 2025
Deadline for inquiries	September 12, 2025
Deadline for Submissions	September 26, 2025
Award of RFP	Prior to October 9, 2025

**5. Request for Quote**

**5.1. Inquiries**

All inquiries related to the RFP must be submitted to the Town no later than September 12, 2025.

All questions shall be directed, **in writing only**, by email to:

April Marshall  
Economic Development Manager  
Town of Hanover  
341 10<sup>th</sup> Street  
Hanover, ON N4N 1P5  
[amarshall@hanover.ca](mailto:amarshall@hanover.ca)

Information obtained from any other source is not official and should not be relied on.

**5.2. Submissions**

Proposals will be accepted by hard copy **OR** electronic submission and must be received by 2:00pm EST Friday, September 26, 2025.

Sealed hard copy proposals, clearly marked “RFP 2025-01-ED” are to be received at:



Town of Hanover  
Attention: Vicki McDonald, Clerk  
341 10<sup>th</sup> Street  
Hanover, ON N4N 1P5

Electronic submissions in adobe PDF format will also be accepted by email to [vmcdonald@hanover.ca](mailto:vmcdonald@hanover.ca) with the subject line “RFP 2025-01-ED”.

All proposals received after the specified closing date and time will not be considered.

The proposals must include the following or the proposal will be rejected.

- a) Completed and signed SCHEDULE A – FORM OF PROPOSAL
- b) Completed SCHEDULE B – PRICE SCHEDULE
- c) Transmittal letter - Company introduction and an indication of why your company is interested in the project, and your understanding of the scope of work.
- d) Project Team & Key Personnel – Identify project team and key personnel, their role in this assignment, brief description of experience and their guaranteed availability.
- e) Project Schedule - Please indicate the project timeline and confirm your ability to complete within a 6 – 8 month timeline.
- f) Relevant Experience | List of Projects - List of a minimum of 2 similar projects undertaken by the project team in the last 5 years complete with reference names and contact information which the Town can contact.
- g) Additional information the Proponent deems is pertinent to note for this project.

### **5.3. Right to Accept or Reject Proposals**

The Town, at its sole discretion, reserves the right to accept or reject any or all proposals. The Town reserves the right to waive any irregularities in any proposal, and to request clarification and additional information on any proposal.

The lowest price or any proposal will not necessarily be accepted. The proposal shall not be construed as an agreement to purchase goods or services.

The Town will reserve the right to include or exclude specific items based on overall budgetary considerations. The option prices will be considered when selecting the successful Proponent.

Late proposals will not be accepted.

**5.4. Purchasing Procedures for Vendors**

Please refer to SCHEDULE C – PURCHASING PROCEDURES for Town of Hanover By-Law No. 2459 purchasing procedures.

**5.5. AODA Compliance**

Proponents shall ensure that its employees, agents, volunteers, or others engaged by the Proponent in the delivery of the services contemplated under this project receive training in accordance with Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation made under the *Accessibility for Ontarians with Disabilities Act, 2005* (the “AODA”)

**5.6. Employment and Health & Safety Compliance**

Proponents shall ensure that its employees, agents, volunteers, or others engaged by the Proponent in the delivery of the services contemplated under this project execute such delivery of services in compliance with the *Occupational Health and Safety Act, 1990* (OHSA), *Ontario Human Rights Code, 1990* (OHRC), *Employment Standards Act, 2000* (ESA), and related regulations.

**5.7. Addendum to RFP Document**

Any revisions, deletions, substitutions and additions to the RFP material shall be prepared in writing as an addendum. Consideration may be given to the extension of the closing date. Acknowledgement of the addendum(s) must be included in the submitted proposal. It is the responsibility of Proponents to check the Town’s website regularly for addendums. Proponents who have submitted proposals prior to the release of an addendum shall be given the opportunity to withdraw and resubmit their proposal.

When in the opinion of the Town it is advisable to cancel an RFP, an

advertisement shall be inserted in the same publications originally used stating that the request for proposals has been cancelled, the reason for such cancellation, and whether or not the request for proposals will be reissued. Each Proponent shall be mailed written notice of cancellation of the contract and all proposals received shall be returned unopened to the Proponent.

**5.8. Adjustments to Proposal**

Adjustments by telephone, fax, email or letter to a submitted proposal will not be considered. A Proponent desiring to adjust a proposal shall withdraw the proposal and/or supersede it with a later proposal submission, prior to the specified proposal closing date and time.

**5.9. Freedom of Information and Protection of Privacy Act**

The Town is required by law to adhere to the requirements of the Freedom of Information and Protection Privacy Act, as amended. Any Proponent who requires that the information in this proposal be kept confidential shall explicitly advise the Town of that fact by stamping or boldly marking the information as “CONFIDENTIAL”. Release of any information not marked as confidential will be compliance with the Town’s policies and procedures. Proposal results may be reported to Council and the reports are released for public information.

**5.10. Errors and Omissions**

It is understood and acknowledged that while this RFP includes specific requirements, a complete review is required. Minor items not herein specified but reasonably required shall be provided by the successful Proponent if specified. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the service aforesaid.

**5.11. Municipal Information Waiver**

All information contained in this document and any potential subsequent addenda with respect to operations, qualities, values, description of properties, losses etc., are reasonably and realistically accurate to the best of the Town’s knowledge however, accuracy is not guaranteed by the Town.

**5.12. Expense Incurred**

Submissions are made at the sole expense of the Proponent and the Town takes no responsibility for any expense incurred by a Proponent in preparing and submitting its proposal.

**5.13. Conflict of Interest**

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

**5.14. Legal Proceedings with the Town**

No proposals will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract, bid submission or business transactions.

**5.15. Rights Reserved**

The following rights are reserved by the Town:

- This request does not commit the Town to award a contract for this RFP. The Town shall not be liable for any expense, loss or damage incurred or suffered by any Proponent as a result of a non-award of this proposal call;
- The Town reserves the right to ultimately select, in its own best judgement, and at its sole discretion the firm it deems best qualified to carry out this agreement. The Town's determination will be final and not open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice;
- The Town reserves the right to cancel, terminate or withdraw this proposal call at any time or to accept or reject all or any part of any proposal;
- The Town reserves the right to retain all proposals submitted and to employ any concepts contained in a proposal regardless of whether or not that proposal is selected;
- The proposal with the lowest or any proposal will not necessarily be accepted; and,
- The Town reserves the right to enter into further discussions in order to obtain information that will allow the Town to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.

## 6. Evaluation and Selection Criteria

- 6.1. Proposals will be assessed on the basis of information provided by the Proponent at the time of submission.
- 6.2. Proposals will be evaluated by a team composed of Town staff and volunteer committee members.
- 6.3. It is the responsibility of Proponents to provide sufficient information in their proposal to demonstrate abilities. Proponents are advised that the organization and thoroughness of their response is critical to the evaluation process. All required information should be furnished and presented in an organized, comprehensive and easy to follow manner.
- 6.4. Proposals will be evaluated based on the following criteria. The project will be awarded to the Proponent who, in the sole judgement of the Town, provides the best overall value.

Criteria	Description	Weight
<b>Understanding of Project Goals</b>	Demonstrates a clear understanding of Hanover's downtown revitalization and tourism objectives.	15%
<b>Approach and Methodology</b>	Quality and feasibility of the proposed approach to research, engagement, design, and implementation.	20%
<b>Experience and Qualifications</b>	Relevant experience in downtown planning, tourism development, stakeholder engagement, and design.	15%
<b>Budget and Cost Breakdown</b>	Clarity, completeness, and alignment of the budget with the \$35,000 cap; modular pricing is preferred.	20%
<b>Innovation and Value-Added Ideas</b>	Creativity in concept development, marketing, and community engagement; added value beyond scope.	10%
<b>Scalability and Flexibility</b>	Ability to phase or scale the project based on available funding and priorities.	10%
<b>References and Past Work</b>	Quality of past projects and client references.	10%

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**Schedule A – Form of Proposal**

1.	Name of the Proponent	
2.	Address	
3.	Contact Individual, Position	
4.	Office Phone #	
5.	Mobile #	
6.	Email Address	
7.	WSIB Account #	
8.	HST Account #	

**Statement by Proponent**

1. I/We have reviewed all terms and conditions of all forms included as part of this Request for Proposal.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this Request for Proposal.
3. I/We understand that if our bid is successful, all requirements of the successful Proponent as outlined in this Request for Proposal document will be completed by the time and in the format required.  
All work is to be completed within 6 – 8 months of the award date.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Position

**Schedule B – Price Schedule**

Name of Proponent \_\_\_\_\_

Description	Quantity	Cost (Canadian Currency) (excluding HST)
Research and Analysis		\$
Stakeholder Engagement		\$
Concept Development		\$
Attraction Design and Planning		\$
Implementation Plan		\$
Promotion and Marketing		\$
Monitoring and Evaluation		\$
TOTAL		\$

**The Town will reserve the right to include or exclude specific items based on overall budgetary considerations. The option prices will be considered when selecting the successful Proponent.**

The proposal submission is to remain firm for acceptance for a period of thirty (30 days from date of closing).

**Schedule C - Purchasing Procedures for Bidders Submitting Tenders**  
**Schedule 'C' to By-law 2459-04**

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The following are the general purchasing procedures for The Town of Hanover that are to be included as an attachment to all bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Department Head/designate responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope and submitted to the Department Head/designate to the location detailed in the bid document, before 2:00 p.m. local time on the specified date as stated in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened and will be returned by regular registered mail or picked up by the owner from the office where bid was received.
5. All bids shall be submitted in one envelope and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Department Head responsible/designate as soon after the closing as is practical. Such bid opening shall be open to the public and the Department Head/designate responsible and the Treasurer/designate shall attend at such opening.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Department Head/designate and the Treasurer/designate will review the bids immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Department Head.
8. When the Department Head /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the Department Head.



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9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Department Head or Consultant as the case may be, to be submitted to Committee and/or Council for a decision.
10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Town of Hanover reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Department Head, provided such request for withdrawal is received in writing prior to the time appointed by the Department Head for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Department Head or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Town and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture, they shall comply individually with this direction.

19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Consultant of the Town.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.
21. Any contingency allowance to be included shall be stated by the Town and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The appropriate Department Head will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
  - 26.1 It is noted that the bid deposit cheque, money order or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Town for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Town when requested to do so, the bidder shall be deemed to be in default and the Town will have full unencumbered right to cash any bid deposit cheque or money order or act upon a bid bond in its possession relating to the specific bid document for default of the bidder and the Town has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Town for such action taken by the Town.

26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Town of Hanover. The Town of Hanover, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The

bid deposits retained by the Town shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Town in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.

26.3 Bidders shall note that no interest will be paid on any bid deposit.

26.4 Agreement to Bond shall be in a form established by The Town of Hanover if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.

27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements:

27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.

27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.

27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.

27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve-month maintenance guarantee.

The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Town.

27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:

- \$2 million – general liability and automobile liability policies;
- \$2 million – homeowners (e.g. for rental of facilities);
- \$5 million – general liability and automobile liability policies – for contract work done for The Corporation;
- \$2 million – professional errors and omissions liability;
- Builder's Risk – the amount of the project cost.

Such policy shall contain:

- 27.5.1 a "Cross Liability" clause or endorsement;
- 27.5.2 an endorsement certifying that The Town of Hanover and (insert bidder) is included as an additional named insured;
- 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:

- 27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
- 27.6.2 the use of explosives for blasting;
- 27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00

27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.

27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Department Head or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the

custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Department Head of the Town.

- 27.9 The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Town.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from subtrades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Department Head, a copy of the claimant's release.
- 27.12 Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
- 27.15 Successful bidders shall be responsible for all permits.
- 27.16 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.