

Request for Proposal(Tender): Contract No. CTY-MH-2024-03 Mash Creek Twin Culvert Removal and Replacement

The Township of Minden Hills is seeking qualified bids for a contractor to complete the removal and replacement of twin 1800 mm culverts where Mash Creek crosses under Scotch Line Road West.

Request for Tender Documents distributed and Tenders received by:

The Request for Tender Documents can be downloaded from the Minden Hills website:

[Minden Hills Bid Opportunities](#)

Sherry Mulholland – Deputy Treasurer

Request for Tender Documents can be received at:

Township of Minden Hills Administration Office
7 Milne Street
Minden, Ontario K0M 2K0

Questions Deadline: 12:00 p.m. Local Time, April 16, 2024

Tenders must be signed and be clearly marked with the Request for Tender name and number. Tenders must be received at the Township of Minden Hills Administration Office by **12:00 p.m. Local Time on Monday, April 22, 2024.**

The Township of Minden Hills reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this request for Bids at any time.

All purchases made by the Township of Minden Hills are done in accordance with Policy No. 17, which covers the acquisition of all goods and services.

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Part 1: Purpose of Procurement

Mash Creek Twin Culvert Removal and Replacement

The Township of Minden Hills is seeking qualified Bids from Vendors to complete the removal and replacement of twin 1800mm culverts where Mash Creek crosses under Scotch Line Road West.

The contract will include, but may not be limited to:

- Site meeting prior to starting work.
- HSSE monitoring.
- Traffic Control.
- Installation of sediment control as needed.
- Removal and disposal of a section of surface treated road.
- Excavation to required depth for removal and installation of culverts.
- Removal and disposal of two 1800 mm steel culverts.
- Installation of two new 1800mm CSP culverts as per attached design drawings from Engage Engineering (Appendix J). Culverts shall be galvanized corrugated steel pipe with a minimum 2mm wall thickness.
- Placement, grading and compaction of appropriate bedding material.
- Reinstatement of roadway and asphalt.
- Removal and proper disposal of all waste material offsite.

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees unless otherwise stipulated in the Request for Tender Documents. The Successful Respondent will be responsible for all fuel, equipment mobilization and demobilization, repair and/or service, HSSE requirements and associated documentation, material procurement, transportation of workers, traffic control, regulatory compliance, insurance and licensing that may be required to complete this work.

1.1 Contract Drawings, Specifications, Standards, and Conditions, of Contract Appended Separately:

Drawing No.	Issue	Revision No.	Date
Appendix J	Issued for Tender	0	March 2024

Specifications

Special Provisions and Specifications; prepared by Engage Engineering Limited.

Standards

Refer to Contract Drawings for reference to applicable Municipal Standards, Ontario Provincial and Municipal Standards and other authorities having jurisdiction.

Conditions of Contract

General Conditions of Contract; Metric OPSS.MUNI.100, Nov 2019

It shall be the Contractor's responsibility to obtain copies of the current applicable Municipal standards, and current Ontario Provincial Standard Specifications and Standard Drawings.

1.2 Site Visit

Bidders are expected to conduct a site visit to familiarize themselves with the work.

A site visit is optional and can be scheduled by contacting Mike Timmins, Director of Public Works at 705-286-1260 ext. 570 or by email at mtimmins@minderhills.ca. Any questioned received during the site visit will be answered by way of addenda.

Please contact the RFP Contact to confirm the meeting schedule.

***Note* This scope of work is a generalization, please see Form of Tender for more detail and a breakdown of these items.**

Part 2: Definitions

Agreement: means the legal document submitted by the Bidder in their Bid I that binds the Bidder and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Bidder of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Bidder in the form of a Quotation, Tender, or Tender, submitted in response to a solicitation from the Owner.

Bidder(s): means an entity that submits a Bid in response to this RFT and, as context may suggest refers to a potential Bidder.

Bid Protest: means a formal complaint made against the methods employed or decisions made by an Owner during the process of awarding a Contract.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Bidder an unfair advantage during a procurement process or compromise the ability of a Bidder to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contractor: means the Bidder that is successful in this RFT and that enters into the Contract with the Owner.

County: means The Corporation of the County of Haliburton.

Days: means calendar days.

General Conditions: Wherever a reference is made to the General Conditions, it shall be interpreted as meaning the OPSS. MUNI 100 General Conditions of Contract, November 2018. The OPSS. MUNI 100 General Conditions and Supplementary General Conditions have not been reproduced as part of this document. It will be the Contractor's responsibility to obtain current copies of the OPSS. MUNI 100 General Conditions and Supplementary General Conditions.

Member Municipality: means one or more of the following municipalities: Municipality of Dysart et al, Municipality of Highlands East, Township of Algonquin Highlands, Township of Minden Hills.

Owner: mean the Member Municipality participating in this procurement process and/or Municipal representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Successful Bidder: means a Bidder whose Proposal meets the prescribed requirements and has been identified as the highest evaluated Compliant Bidder in accordance with the procurement process.

Submission Deadline: means the closing date and time of the Request for Tender period. No Tenders will be accepted after the closing date and time.

Substantial Completion: means when the improvement to be made under a Contract is ready to use for the purpose intended to the satisfaction of the Owner.

Tender(s): means all of the documentation and information submitted by a Bidder in response to the RFP.

Total Tender Price: The Tender price excluding HST that will be evaluated for Award.

Township: The Township of Minden Hills

Request for Proposal (RFP): means this Request for Proposal issued by the Owner, and all addenda thereto.

Part 3: Instructions for Bidders

3.1 Tender Timeline

Date Issued	March 29, 2024
Site Visit	Optional
Bidder Question Deadline	12:00 p.m. April 16, 2024
Submission Deadline	12:00 p.m. April 22, 2024
Tender Opening	1:30 p.m. April 22, 2024

This timeline is tentative and may be changed by the Township at any time without liability, cost, or penalty.

3.2 Interpretation

“**Request for Tender Documents**” shall include the purpose for procurement, instructions for Bidders, terms and conditions, general special provisions, special provisions for items, form of Tender, any and all addenda, and any other documents listed in the Tender.

- The Township of Minden Hills may hereinafter be referred to as the **Owner**.
- An individual or company submitting a Bid for this Tender may hereinafter be referred to as the **Bidder**.
- The Successful Bidder who executes a Contract with the Owner may hereinafter be referred to as the **Contractor**.

The following terminology applies in the Request for Tender Documents:

The term “**should**” relates to a requirement which the Owner would like the Bidder to address in its Bid.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Bids that do not fulfill all mandatory requirements will be rejected as non-compliant.

3.3 Completion of the Bidder’s Tender

Bidders must courier or deliver by hand their Tender to the Township of Minden Hills Administration office. Tenders must be received by the Township by **12:00 p.m. Local Time on Monday, April 22, 2024**.

Bidders must ensure the Tender is received at the **Township of Minden Hills Administration office front counter of the Finance Department, 1st floor front counter**, prior to the submission deadline. Include the Tender name and number, and the Bidder’s return mailing address on the outside of the sealed Tender package.

The sealed Tender submission must include one original copy of the Tender. The address is as follows:

Township of Minden Hills Administration Office

Attention: Sherry Mulholland – Deputy Treasurer
7 Milne Street, PO Box 359
Minden, Ontario K0M 2K0

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day. The Bidder is solely responsible for ensuring their Tender is received on time at the Township of Minden Hills Administration office. Tenders delivered after the submission deadline will not be opened and will be returned to the Bidder. Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Tenders will be opened, read, and recorded by the Owner’s opening committee at 1:30 p.m. on the day of the Submission Deadline.

All entries in the Tender shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Tender Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in its best interest to do so. Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Bidder’s signing officer) or irregularities of any kind, may be rejected as informal.

The Bidder or an authorized designate must sign the Form of Tender document in the spaces provided. If a joint Tender is submitted, it must be signed and sealed separately on behalf of each Bidder.

Pricing Requirements

Prices shall be in Canadian funds, quoted separately for each item stipulated, F.O.B. (free on board) the point specified therein.

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall not include the Harmonized Sales Tax.

3.4 Mandatory Submission Requirements

The following requirements must be included in a Bidder's Tender. Tender's that do not include the following documentation will be disqualified for non-compliance. Non-compliant Bids will not be considered for Award.

The mandatory submission requirements are as follows:

- One original signed copies of the Tender submission
- Tender deposit or Bid bond
- Part 8: Form of Tender
- Part 10: Delivery Notice
- Addenda submitted and acknowledged by with Bidder's signature.

3.5 Alteration or Withdrawal of Tenders

An alternate Tender submitted at any time prior to the Submission Deadline shall supersede and invalidate all Tenders previously submitted by the Bidder for this Request for Tender.

Bidders may withdraw a submitted Tender at any time prior to the Submission Deadline. To withdraw a Tender prior to the Submission Deadline, the Bidder must send confirmation in writing to the RFT Contact, signed by the Bidder's representative with the authority to bind the corporation.

The withdrawal of a Tender prior to the Submission Deadline does not disqualify a Bidder from submitting another Tender for the same Request for Tender.

3.6 Unbalanced Tenders and Discrepancies

Tenders that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Tender quantity, the Bid unit price shall govern. The corrected Total Tender Price for an item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Tender Price**. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for the above, be taken to be correct and the amount shown after transfer and the **Total Tender Price** shall be corrected accordingly.

3.7 Inquires & RFT Contact

Any questions related to this Request for Tender must be directed to:

Sherry Mulholland – Deputy Treasurer
Phone (705) 286-1260 ex 501, email: smulholland@mindenhills.ca

Bidders and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFT Contact listed above, concerning matters regarding this Request for Tender.

No oral interpretation shall be effective to modify any of the provisions of the Request for Tender Documents. All requests for interpretation shall be made in writing to the RFT Contact.

Should a Bidder find discrepancies in, or omissions from the Request for Tender Documents, the Bidder shall immediately notify the RFT Contact who may send written instructions to all Bidders by way of Addenda.

3.8 Bonding

A Standard Construction Document CCDC 220-2002 Bid Bond form completed by a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of the successful respondent, equal to, or greater than, 10% of the total Tender price (including all charges, taxes, contingencies and allowances).

Note:

The Tender Surety will have a Tender validity date of not less than 120 calendar days from the date of Tender opening and shall be issued by reputable bonding companies, licensed to carry on business in Ontario. The original signed and sealed Tender Surety Bond only is acceptable. Photocopies of the Tender Surety Bond sent by facsimile will be declared improper and the Tender rejected. A Tender Surety submitted in a form other than as specified above will be rejected. A Tender Package submitted without a Tender Surety will be rejected.

Agreement to Bond Contract Surety

50% Performance and 50% Labour and Material Surety is required from the selected Respondent.

Any form must name the “Principal” as the firm carrying out the work and not a sub-contractor or manufacturer supplying commodities to the firm carrying out the work. A Tender Package submitted without an Agreement to Bond or letter of understanding from the financial institution for the surety amounts listed in Section 3.3 below, will be rejected.

“Performance Bond” and “Labour & Material Payment Bond” Surety Amount

Upon selection for an award of this Tender, and prior to signing of a Contract or the issuance of a Purchase Order, the selected Respondent will be required to supply the following to the Township:

- a) CCDC 221-2002 Performance Bond in the amount of 50% of the Total Tender price;
- b) CCDC 222-2002 Labour & Material Payment Bond in the amount of 50% of the Total Tender price.

Contractors must be able to obtain a performance bond in the amount of 50% of the total bid price and a labour and material payment bond for 50% of the total bid price for this project, from a recognized Canadian surety company. Bonds must remain in effect for the duration of the project.

If a Bidder seeks to withdraw their Bid after the Submission Deadline, or if the Successful Bidder fails, for any reason to execute the Contract with the Owner, provide required bonds, or other

documents required in connection with the execution of the Contract as per section 3.10 Pre-Conditions of Award, the Bidder forfeits its Tender deposit, and the Owner may retain the Tender deposit for the use of the Owner and disqualify the Bidder and rescind any Contract Award.

3.9 Contract Award Procedures

The Award of Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFT Contact shall notify the Successful Bidder within 90 days of the Submission Deadline of the acceptance.

Notification of intent to Award will be by email.

3.10 Pre-Conditions of Award

Following notification of intent to award, the Successful Bidder must deliver the following documents as instructed by the RFT Contact, within fourteen (14) calendar days of receiving written notice.

- A certified copy of the firms **Commercial General Liability** insurance. (See section 4.11 for complete details)
- A certified copy of the firms **All Risk Property** insurance. (See section 4.11 for complete details)
- A certified copy of the firms **Contractor's Pollution** insurance. (See section 4.11 for complete details)
-
- A certified copy of the firms **Automobile Liability** insurance. (See section 4.11 for complete details)
- A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- Original copies of the Contract, executed by the Contractor
- Completed electronic funds transfer form
- VOID cheque or statement from the Contractor's bank

3.11 Start and Completion Date

The work will commence as per discussion with the Director of Public Works.

3.12 Payment Terms and Warranty

As per PART I.1 PROMPT PAYMENT 6.1 of the Construction Act, contractors are required to submit a proper invoice to receive payment within 28 days.

The Contractors proper invoice, are to be submitted by email to the following contact(s):

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

To assist contractors in submitting a proper invoice, a sample invoice on the District of Muskoka Website can be viewed, identifying the information that is required by the Construction Act and the Owner.

A proper invoice shall be electronically submitted to the contact(s) identified above on the last working Friday of each month, for the previous month's work. The 28 day payment terms will commence the day a proper invoice is electronically submitted.

Should a contractor submit an invoice that is not proper, the Owner may return the invoice for correction. Failing to deliver a proper invoice on the last working Friday of the month may result in that invoice payment being delayed.

Basic Holdback

The Owner shall retain a holdback payment of 10% of the total invoiced amount, excluding HST, as per the requirements of the Construction Act. Release of the holdback shall be made after 45 calendar days from the date of completion of the work as established by the Substantial Completion certificate, but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:

- a release by the Contractor in a form satisfactory to the Owner releasing the Owner from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- a statutory declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor's sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate;
- a certificate of publication in the Daily Commercial News;
- a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and;
- a written request made to the Owner for the release of the respective holdback payment.

The Contractor shall be responsible for the proper performance of the work. The Contractor agrees to correct promptly at their own expense, any defects or deficiencies in the work that may appear prior to and during the period of one year from the date of Substantial Completion. The Owner shall promptly provide the Contractor with written notice of observed defects and deficiencies.

Invoicing

The basic holdback will be deducted separately from the Contractor's invoices. The Contractor must ensure that a separate line item is included on each invoice noting the basic holdback deductions.

3.13 Bidders to Investigate

Bidders must satisfy themselves by personal examination of the site and by such other means, as they may prefer as to the actual conditions and requirements of the work.

The Bidder shall carefully examine all plans and profiles so that the unit prices tendered are commensurate with the nature of the work.

3.14 Utilities

Further to section 3.13, Bidders must be cognizant of the presence of utility pole lines, overhead wires and buried cables adjacent to and/or on this contract. Information on the removal or relocation of these utilities and/or protection thereof may be obtained from the Owner or from the utility agencies concerned. The Bidder/Contractor is solely responsible for identifying the location of all utilities with Ontario One Call. The Contractor shall exercise the necessary care during construction operations to safeguard the specific utilities from any damage and/or in-operations.

The Contractor shall be responsible for the protection of all utilities and fences not designated for removal and for the protection of private property during the time of construction. Storage of excavated materials shall be such that deposition onto private property shall be at the consent of the landowner(s).

3.15 Variations of Quantities

Contingent upon the tendered unit prices and budget constraints, the contract limits may be adjusted accordingly. Any variation in quantities may be subject to the latest version of OPSS. MUNI 100 General Conditions of Contract.

3.16 Contractors Experience, Ability, Capital and Plant

The Owner expects that all Bidders will be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to execute and complete the Contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

In order to aid the Owners in determining the responsibility of each Bidder, the Bidder shall complete the following statement sheets, as detailed in section 3.4 Mandatory Submission Requirements, as part of the Form of Tender.

- **Statement A:** Stating the Bidder's experience in similar work that was successfully completed.
- **Statement B:** Giving a list of the Bidder's senior supervisory staff that will be employed in this contract, with a summary of the experience of each.
- **Statement C:** Giving the name and address of each proposed sub-contractor used in making up the Tender and shall state the portion of the work allotted to each. Only one sub-contractor shall be named for each part of the work to be sublet.
- **Statement D:** Giving the name and address of suppliers of the major materials to be utilized.

Upon acceptance of the Tender by the Owners, the Contractor shall not substitute other sub-contractors in place of those named in the Tender without written approval from the Owner, in accordance with the latest version of the OPSS. MUNI 100 General Conditions.

Part 4: Terms and Conditions

4.1 Contract and Agreement

It is expected that the highest evaluated compliant Bidder, if any, will be invited to sign a comprehensive Contract setting out the terms and conditions that will apply to the work for the Owner.

The Agreement set out in this Request for Tender Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Bidder. The Request for Tender Documents, and the signed and submitted Tender form the Agreement.

If a Bidder objects to any aspect of the Agreement, the Bidder is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Bidder Questions section.

4.2 Acceptance of Tender

Tenders shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Tender Submission Deadline.

4.3 Award

Award will be based on the Highest Evaluated Compliant Bidder that has met all mandatory submission requirements as detailed in section 3.4 of this Request for Tender Document.

The Owner reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender; to accept or reject any Tenders in whole or in part.

All Tenders are prepared at the sole risk and cost of the Bidder. No payments shall be made to any Bidder regarding the preparation and submission of Tenders.

Award of this Contract is subject to appropriate funding acceptable to the Owner.

The Successful Bidder will receive a notice of Award by email. That notice constitutes the Owner's acceptance of the Successful Bidders Bid. The Contract between the Owner and the Successful Bidder shall be executed within 14 days of the Successful Bidder receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Tender and may choose to either cancel the Request for Tenders or reissue the Tender at a later date if:

- Only one Bid has been received as the result of the Request for Tender.
- The Highest Evaluated Compliant Bid exceeds the available project budget for the goods and/or services.
- When a significant change in the scope of work or specifications is required.

4.4 Conflict of Interest

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

in relation to the Request for Tender process, the Bidder has an unfair advantage or engages in conduct, directly, or indirectly, that may give them an unfair advantage, including but not limited to

- Having, or having access to, confidential information in the preparation of their response that is not available to other Bidders;
- Communicating with any person with a view to influencing preferred treatment in the Request for Tender process (including but not limited to the lobbying of decision makers involved in the Request for Tender process); or
- Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Request for Tender process or render that process non-competitive or unfair; or

in relation to the performance of their contractual obligations under a Contract for the work, the Bidders other commitments, relationships, or financial interests

- Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

4.5 Disqualification for Conflict of Interest

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

4.6 Bidder Questions

The Owners will use the following process regarding any Bidder question or other request for clarification regarding any aspect of the Request for Tender Documents:

Bidders must submit requests for clarification or questions to the RFT Contact.

In the communication with the RFT Contact, reference a specific section or page number of the Request for Tender Document.

Requests for clarification and questions must be submitted prior to **12:00 p.m., April 16, 2024**, the question deadline. Questions and inquiries submitted after the questions deadline will not be addressed.

4.7 Response to Questions

The Owner will make a reasonable effort to provide Bidders with written responses to questions that are submitted in accordance with section 4.6, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Bidders. In answering a Bidders question(s) in any addenda, the Owner will set out the question(s), but without identifying the Bidder that submitted the question(s). Also, the Owner may, in their sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Bidders.

- Where an answer results in any change to the Request for Tender Document, such answer may be formally documented through the issue of a separate addendum reflecting that change.

4.8 Addenda

The Owners will only amend or supplement the Request for Tender Document by issuing an addendum. Any amendment or supplement to the Request for Tender Document made in any other manner will not apply to the Request for Tender Document.

Bidders shall acknowledge receipt of any addenda. Failing to submit all acknowledged addenda with the Tender submission will result in the Tender being rejected for non-compliance.

It is the responsibility of the Bidder to have received all Addenda that are issued. The Bidder is solely responsible to:

- **Review Township website and download all addenda**
- **make any required adjustments to their Tender; and**
- **acknowledge the addenda by submitting a signed copy of each addendum issued with their Tender submission.**

4.9 Clarification of Tender

The Owners shall have the right at any time after the Tender Submission Deadline to seek clarification from any Bidder in respect of that Bidders Bid, without contacting any other Bidder. The Owners shall not be obligated to seek clarification of any aspect of any Tender.

Any clarification sought shall not be an opportunity for the Bidder to either correct errors or to change the Bidder's Tender in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Bidder in response to a request for clarification from the Owner may be considered to form an integral part of the Bidder's Tender, at the Owners' sole discretion.

4.10 Verification of Information

The Owners may:

- verify any Bidder's statement or claim made in the Bidder's Bid or made subsequently in any subsequent communication by whatever means the Owners may deem appropriate, including contacting persons in addition to those offered as references;
- reject any Bidder's statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- access the Bidder's premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and the Owners shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

4.11 Insurance

All Bidders will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents.

All insurance costs related below will be borne by the Contractor.

The Contractor, as a minimum, shall provide and maintain during the term of the Contract:

- a) The Contractor shall place and maintain Liability insurance acceptable to the Township and subject to limits of no less than Ten Million Dollars (\$10,000,000) per occurrence and annual aggregate. Such insurance shall name the Corporation of the Township of Minden Hills and Tatham Engineering as additional insureds. The Liability insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises and operations; property damage; products contingent employers liability; cross liability and severability of interest clause; and shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. This Liability insurance policy shall be the primary insurance coverage in all cases for all risks of liability associated with the construction operations of this project.
- b) All Risk Property Insurance coverage for construction machinery, tools and equipment used by the Contractor for the performance of the work.
- c) Contractor's Pollution Liability insurance in an amount not less than Five Million (\$5,000,000) per claim. If a single project policy, it should include an extended reporting period of 24 months. If an annual policy, it should be kept in force for 24 months from the date of Substantial Completion of the latest Improvement. The Township should be named as an additional insured on this policy.
- d) Automobile Liability insurance for all licensed vehicles owned, rented and or leased by or on behalf of the Contractor or their subcontractor(s) while on any business connected with the Contractor to a limit of not less than two million dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Contractor shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

General Conditions:

- a) The Contractor shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the

supply of work or the provision of goods and/or services.

- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Contractor.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Contractor to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Contractor shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Contractor may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the RFT Contact. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

4.12 Compliance with the Occupational Health and Safety Act

The Contractor shall execute the terms of each Contract in strict compliance with the requirements of the latest version of the Occupational Health and Safety Act and Regulations for Construction Project, and any other regulations under the Act (the Regulations) which may affect the performance of the work, as the Contractor or Employer, as the case may be. The Contractor shall ensure that:

- worker safety is given first priority in planning, pricing and performing the work;
- its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- all sub-contractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties.

The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the

performance of the work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

The Contractor shall provide a copy of the Contractor's Health and Safety Policy to the Owner pertaining to all relevant safety regulations, at this time the Contractor shall submit their Health and Safety Policy to the Owner. The Pre-Start Checklist must be signed by an authorized representative of the Contractor and designate for the Owner, prior to the start of any work being undertaken.

4.13 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Bidders in connection with this RFT. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Bidder should identify any information in their Tender that, if disclosed to any other person, would harm that Bidder's competitive position. Generally, only specific portions of a Tender should be identified.

4.14 Ontario/Canadian Laws

The Request for Tender Document and the Bidders Tender will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

4.15 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Bidder should not submit as part of its Tender any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owners request such information, the Owners will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

Use – Any Personal Information that is requested from each Bidder by the Owners shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for Contract management purposes.

Consent – It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the Owners. If any Personal Information is disclosed to the Owners by a Bidder, the Owners will consider that the appropriate consents have been obtained for the disclosure to and use by the Owners of the requested information for the purposes described herein.

4.16 Debriefing

Bidders are entitled to request a debriefing meeting with the Owners. Such requests must be made to the RFT Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFT.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

4.17 Contractor Performance Evaluation

Contractor performance is critical to the success of the Owner's projects. To this end, the Owners have adopted a Contractor Performance Evaluation system by which the Contractor's performance will be ranked at Substantial Completion of the project or more frequently if deemed necessary. The Owners in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner with the Contractor to discuss the overall ranking for the project. Should the Contractor rank poorly on the evaluation, a recommendation may be made to Council to banish the Contractor from bidding on future projects for up to three years or place the Contractor on a two year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Contractor will have 20 days in which to appeal the decision in writing to the Township of Minden Hills Contract Administrator.

4.18 Bid Protest Procedure

To submit a Bid Protest, the Bidder must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to:

Sherry Mulholland – Deputy Treasurer

Township of Minden Hills Administration Office
7 Milne Street
Minden, Ontario K0M 2K0

Once a Bid Protest has been received, the Owner shall review the matter and consult with the applicable department. The Township will complete the review in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Bid Protest or extenuating circumstances.

The Township will then prepare a written decision regarding the matter and will send a copy of that decision to the Bidder that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Bidder through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Bidders participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Bidders ability to participate in ongoing or future procurement opportunities with the Owner.

4.19 Trade Agreements

Bidders should note that this procurement process is subject to the requirements of:

- Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- Chapter 5 of the Canadian Free Trade Agreement.

4.20 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Owner will request the Contractor provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owner's project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

4.21 No Guarantee of Volume of Work or Exclusivity of Contract

The Owners makes no guarantee of the value or volume of work to be assigned to the Successful Bidder. Any Contract executed with the Successful Bidder will not be an exclusive Contract. The Owners may Contract with others for the same or similar goods and or services to those described in this RFP or may obtain the same or similar goods and or services internally.

4.22 Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Submission Deadline for this Request for Tender, and this change could not have been anticipated at the time of bidding, the Owners will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Contractor benefits from a change in Harmonized Sales Tax, the Contractor shall submit to the Owner, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Owner reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 5: General Special Provisions

GSP 1 Occupational Health and Safety

All work performed under this Contract must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act. R.S.O. 1990, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out in this document, may result in the immediate cancellation of the work.

The Contractor must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following language, requirements and conditions shall apply:

Where applicable under the Occupational Health and Safety Act (OHSA) (R.S.O.1990 C. 0.1) and regulations, made under that statute:

- a. Contractor acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Township and any applicable industry standards. The selected Proponent agrees to assume full responsibility for the enforcement of same.
- c. The Contractor may be required to participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The Contractor shall understand that its performance will be monitored and that their overall performance will be a major consideration for future Contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The Contractor shall allow access to the work site on demand to representatives of the Township.
- f. The Township will take all action necessary to support the Contractor's health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- g. The Contractor acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Contractor or any of its sub-contractors or suppliers may invalidate the Contract.
- h. The Contractor acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Contractor or any of its sub-contractors or suppliers will entitle the Township to set off the damages so assessed against any monies that the Township may from time to time owe the Contractor under this Contract or any other Contract whatsoever.
- i. The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Global Harmonized System (GHS – formally known as WHIMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Contractor shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Township.
- n. Any Contractor with known poor safety records or with inadequate qualifications or equipment will not be considered for Award.
- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All sub-contractors employed by the Contractor to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

Monthly Health and Safety Inspections

The Contractor agrees to conduct monthly health and safety inspections, at the beginning of each month, of the Attendant Sheds and surrounding areas at each Site and provide copies of the monthly inspection reports to the Township within one (1) business day, or the first Monday of the following month, whichever is shortest.

The Township shall conduct inspections. In the event of a conflict between the Contractor's and Township's inspections, the Township's inspection will prevail in accordance with the Occupational Health and Safety Act.

GSP 2 Indemnification

The Contractor shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence or omissions in the performance or

rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Contractor, its agents, officials and employees.

GSP 3 Force Majeure

The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

GSP 4 Protection of Work and Property

The Contractor shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Contractor shall make good any such damage or injury.

GSP 5 Regulation Compliance and Legislation

The Contractor shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

GSP 6 Workplace Violence and Harassment

The Contractor shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace, including Municipal policies and to be subject to such policies.

GSP 7 Code of Conduct

Contractors hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Contractor, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township requires that Contractors and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Contractor, and their employees, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Contractor, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Contractor, and their employees shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

GSP 8 Smoke Free Workplace

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the Contract, work or provision of goods and/or services, including any related amendments and/or extensions, Contractors, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

GSP 9 Bankruptcy

In the event that, during the duration of a Contract, the work or the provision of goods and/or services, the Contractor makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a Contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a Contract, the work or the provision of goods and/or services with another party without the consent of the Contractor.

GSP 10 Sub-Contracting

The Contractor, who has signed a Contract with the Township, shall be considered to be the “prime contractor” and shall keep the operation totally under their care and control. The consent of the Township for assignment or sub-contracting shall not relieve the “prime contractor” from completion of the specifications of the Contract in accordance with the terms of the Contract, the work or the provision of goods and/or services. Where a Contractor submits a joint proposal or proposes a partnership arrangement, the Contractor must assume the lead or “prime contractor” position. As such, the Contractor will have the overall responsibility for completing the Contract, work or provision of goods and/or services.

GSP 11 Contract Amendments and Revisions

No amendment or revision to a Contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Contractor.

No amendment that changes the price of a Contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a Contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township’s Council approved budget, including authorized revisions.

GSP 12 Cancellation of Contract

The Township reserves the right to immediately terminate the Contract, the work, or the provision of goods and/or services awarded to the Contractor, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

GSP 13 Bankruptcy

In the event that, during the duration of a Contract, the work or the provision of goods and/or services, the Contractor makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a Contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a Contract, the work or the provision of goods and/or services with another party without the consent of the Contractor.

GSP 14 Notices

Any notice required to be given or made shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Township of Minden Hills and to the Contractor at the address set forth in its submission.

Part 6: Special Provisions and Specifications

These Special Provisions are based on Ontario Provincial Standard Specifications. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the Limits shown on the drawings and in addition shall include the work on private property where required such as the grading of boulevards. The Engineer shall obtain permission to enter such properties when required.

SP 1 General Work

Scope

The Township of Minden Hills is looking for a contractor to complete the removal and replacement of twin 1800mm culverts where Mash Creek crosses under Scotch Line Road West.

The Contractor shall perform all the general work covered by the following Specifications.

Pre-Start Meeting

Prior to commencing the work or provision of goods and/or services, the Successful Respondent, Director of Public Works, or designate(s) shall meet for a Pre-Start meeting.

The Pre-Start Checklist must be signed by an authorized representative of the Successful Respondent and designate for the Township, prior to the start of any work being undertaken.

Schedule of Work

The bidder shall supply a copy of their detailed planned schedule of work, showing clearly that the work will be completed. No work shall commence on the Contract until the Contract Administrator has approved the schedule of work.

The schedule of work shall indicate proposed progress in 1-week periods for at **least** the following work as applicable:

- mobilization;
- traffic control & signage;
- environmental protection;

- business & pedestrian disruption mitigation & communication;
- removals;
- drainage improvement works;
- decorative concrete walkway construction;

Site Meetings

The Contractor shall attend, as a minimum, a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the project site or as directed by the Contract Administrator to discuss the progress of the work and co-ordinate the work of utilities. The Contractor's project manager, superintendent, and other support staff (as deemed appropriate) shall attend this meeting. Minutes of meetings shall be recorded (in writing and/or digitally recorded) and shall be binding on both parties to the Contract.

Product Warranty Transfer

Where manufacturer's warranty extends beyond the terms of the Contract, the Contractor shall ensure all applicable manufacturer warranties for materials and products supplied are transferred into the name of the Owner. Contractor to provide proof, including documentation from the applicable manufacturers.

Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Contract Administrator.

Layout Work

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Contract Administrator shall be notified 48 hours in advance of any layout work carried out and shall be given the opportunity to check layout work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP 2 Contractor Responsibilities

The Successful Contractor will be responsible for all fuel, equipment mobilization and demobilization, repair and/or service, HSSE requirements and associated documentation, material procurement, transportation of workers, traffic control, regulatory compliance, insurance and licensing that may be required to complete this work.

SP 3 Site Maintenance/Scope of Work

The Contractor shall perform the work in accordance with the items detailed below:

- Site maintenance of the driving surfaces to ensure roads, boulevards and driveways are safe for traffic, including the supply, placement, compaction, maintenance, removal of temporary granular material, snow removal and the application of de-icing agents, as required.
- Temporary grading, including the installation of swales or other measures to control surface water.
- Preventative measures to help avoid damage and erosion during rain events.
- Dust control, including the placement of calcium chloride and/or water
- Maintenance and repairs to the site and all adjacent areas impacted by construction (i.e. haul routes, etc.) following rain events, including, but not limited to the removal of standing water (ponding), saturated material, sediment, etc. and the repair of washouts, erosion and other damage as required.
- Install and maintain siltation and erosion control measures to prevent material migration for the duration of the Contract.
- The Contractor shall designate a representative who will be responsible for monitoring the construction zone when workers/crews are not present (i.e. on evenings, weekends, holidays and other non-working days) on an as-needed basis. The representative shall be considered 'on-call' and be available in case of emergency.
- If, in the opinion of the Contract Administrator or the Municipality, the Contractor is not providing a sufficient level of site maintenance, they may direct the Contractor to take additional measures at no additional cost to the Contract. If the Contractor does not address the concern within 12 hours of notification, the Municipality reserves the right to utilize their own crews (or retain another Contractor) to take corrective measures and back charge the Contractor of the costs accordingly.

Specifications

OPSS.MUNI 206 and 805

SP 4 Disposal of Materials

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with the Ontario Ministry of the Environment, Conservation and Park (MECP), Ontario Regulation (O.Reg.) 406/19 "On-Site and Excess Soil Management" and the OPSS.MUNI 180, including the requirements for property owner release. The disposal area shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work and costs involved in disposing the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP 5 Road Closures

Where applicable, the Contractor shall apply for road closures at least 15 working days prior to the implementation of the closure. Applications for road closures shall include a Traffic Control Plan outlining the detour routes and the signage, as per Ontario Traffic Manual Book 7.

Advance warning signs for detours shall be posted a minimum of 7 calendar days prior to the closure. Signs shall be black lettering on an orange background. The Contractor is responsible for notifying all applicable agencies (MTO, County, Emergency Services, School Boards, etc.)

SP 6 Road Occupancy Permits

Prior to any work being undertaken, the Contractor shall obtain and pay for road occupancy permits from the appropriate municipality or regional authority. The permits obtained shall be taken out in the name of the Contractor.

SP 7 Driveways and Entrances

Access to all driveways and entrances shall be maintained within and adjacent to the Contract limits throughout the duration of construction. This shall include the supply, placement, compaction, maintenance and removal of temporary granular material as required.

In the event access cannot be maintained for a short duration, less than eight (8) hours, the Contractor shall obtain approval from the Contract Administrator. When permission is granted, the Contractor shall notify the residents and/or businesses in writing that access to their respective driveways or entrances will be affected and/or restricted by the construction works. A minimum of twenty-four (24) hours' notice is to be provided in such instances. All notices to the public shall be submitted to the Contract Administrator for approval, prior to distribution.

Unless approved by the Contract Administrator, access to driveways and entrances shall be maintained every evening with the exception of during concrete placement (curb & gutter, sidewalks, driveways, etc.) where access shall not be restricted for a period longer than 2 working days (unless approved in writing by the Contract Administrator). Access to all driveways and entrances shall be maintained throughout all weekends and holidays, unless otherwise approved by the Contract Administrator.

SP 8 Fencing and Barricades

Snow fence or temporary concrete barriers shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). Where specifically approved by the Municipality and Contract Administrator, open cut areas that are not backfilled prior to the evening, weekend and/or holidays shall have temporary concrete barriers as well as amber flashing lights installed prior to finishing work and leaving the site for the day. No separate payment will be made for fencing or barriers but shall be part of the general work of the Contract.

If the Contractor refuses to comply with the request from the Contract Administrator to install the snow fence or barricades as requested, the Owner reserves the right to install the fence or barriers while applying the costs against the Contractors next payment.

SP 9 Tree Protection

The Contractor shall provide a reasonable degree of protection to all existing trees within the Limit of Construction in accordance with OPSS.MUNI 801.

The Contractor shall be aware of and abide by the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat.

The Contractor shall notify the Contract Administrator when infrastructure is located within the existing tree canopies and at the Contract Administrator's discretion, the proposed infrastructure may be relocated to avoid damage to the root system at no additional cost to the Contract.

Roots exposed during construction shall be cut flush with clean cutting tools that have been approved by the Contract Administrator. Exposed surface roots shall be covered with moist topsoil as soon as possible after they are exposed.

SP 10 Measurements and Payment

No measurement of quantities will be made for the general work. No direct payment will be made for any of this general work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

Payments shall be made in accordance with the Construction Act.

SP 11 Mobilization & Demobilization

The Contractor shall perform the work in accordance with the items detailed below.

Scope of Work

- All labour, equipment and material required to transport and remove equipment and materials to and from the site, including the removal and disposal of surplus and unsuitable materials.
- Supply, install, maintain and removal of site privy.
- Supply, install, maintain and remove all temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.
- Reinstate all disturbed areas related to the mobilization and demobilization process to the satisfaction of the Contract Administrator.

Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work.

Should the Contractor schedule their work in a manner that requires multiple mobilizations and periods of inactivity (including winter shutdown), there will only be payment for one combined mobilization and one combined demobilization at the lump sum prices. There will be no payment for additional instances of mobilization or demobilization.

SP 12 Traffic Control & Signage

The Contractor shall perform the work in accordance with the items detailed below.

Scope of Work

- Supply, install and maintain traffic control devices as required throughout construction, including evenings and weekends.
- Access to the site by emergency vehicles must always be maintained.
- Erect temporary signage that is critical to the safety of pedestrian and vehicular traffic throughout the limits of construction (such as stop signs, yield signs etc.
- The Contractor shall always provide an adequate number of traffic control personnel to direct traffic during construction as required and in accordance with OTM Book 7.
- The Contractor must cause as little interference as possible to vehicular and pedestrian traffic and keep routes around the work zone open to local traffic and emergency services. All methods of traffic control must meet with the acceptance of the Contract Administrator.
- Construction and warning signs shall be well lit at night with battery operated flashing amber lights or other means approved by the Contract Administrator.
- Remove all temporary signage when appropriate, including restoration to previous or better condition.
- The Contractor shall be responsible for all costs associated with traffic control as necessary to complete the work.

Specifications

All work to be in accordance with OPSS.MUNI. 706 and the Ontario Traffic Manual (OTM) Book 7.

Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to do the work.

SP 13 Environmental Protection

The Contractor shall perform the work in accordance with the items detailed below.

Scope of Work

- The Contractor shall supply, install and maintain all environment protection and mitigation measures including but not limited to silt fences, fibre roll check dams, silt sacks and other items as required to prevent transportation of silt, sediment and other pollutants into the existing storm system which outlets to the watercourse. Minimum measures required shall be in accordance with Ministry of Natural Resources and Forestry (MNR) and Department of Fisheries and Oceans (DFO) regulations or as directed by the Contract Administrator.
- Silt fences shall not be allowed to sag or fall. The fences shall be secured at the bottom to prevent separation between the fence and the ground that would allow water to move unhindered.

- Additional silt fence shall be placed as required along the boundary of the work areas to prevent the migration of silt. No work shall be carried out beyond the fenced area unless approved by the Contract Administrator;
- Fibre roll flow check dams and temporary rock flow check dams shall be installed in ditches and swales in accordance with OPSD-219.191, OPSD-219.210 and OPSD-219.211 at locations to be determined on site to suit the Contractor's operations and as directed by the Contract Administrator;
- Contractor responsible for removal and disposal of all accumulated silt and sediment.
- Prior to moving any equipment on site, the contractor shall submit for review a Spill Contingency Plan and shall ensure that all required containment and clean-up materials remain on site at all times during the Contract with appropriate instructions for use.
- The disturbance of vegetation and cover shall be avoided as much as possible; the disturbance of soil cover shall be minimized, and disturbed areas shall be vegetated or otherwise protected from erosion as soon as possible.
- Excavated materials shall be protected from erosion.
- Upon completion of the project, any temporary fill, refuse, etc. must be removed from the construction area and disposed of offsite.
- All exposed areas shall be reinstated and/or revegetated immediately after construction is completed.
- The Contractor shall note that the Contract Administrator will be completing regular inspections of all environmental protection measures including silt fence and other sediment control measures. Where deficiencies are noted, they will be brought to the Contractor's attention and the Contractor will be provided 24 hours to complete all required repairs. If the required repairs are not complete within this time frame, the Owner may choose to hire a third-party contractor to correct the deficiencies and back charge the Contractor all costs incurred.
- All environmental protection measures including erosion and sediment control and temporary works (e.g. silt fences, fibre roll check dams, etc.) shall be removed prior to completion of the contract; however, erosion and sediment control measures shall only be removed upon complete establishment of revegetated and other permanent erosion control measures.

Specifications

Work to be in accordance with OPSS.MUNI 182 and OPSS 805 and OPSD 219.131 and OPSD 219.150.

Measurement & Payment

There will be no measurement for payment.

Payment at the Contract lump sum price shall be full compensation for all labour, material and equipment necessary to complete the work. Sediment removal as required is deemed to be included in the work and as such no direct measurement or payment will be made for sediment removal. For progress payments, 50% of the lump sum price will be paid upon completion of initial supply and installation of all environmental protection measures. The remaining 50% will

be paid at the end of the construction period upon removal of the environmental protection measures.

SP 14 Contingency Allowance

The Contractor shall perform the work in accordance with the items detailed below.

Scope of Work

- The Contingency Allowance provides for additional or extra work required during the course of the Contract and may be drawn upon only for additional or extra work described by a Change Order approved by the Owner.

Optional Provisional Items

The Bidder is requested to provide pricing for Optional Provisional Items based on the specifications provided in this section.

Please Note: Award of Contract will be partially based on the Total Tender Price provided in Form of Tender. Subject to Award of Contract, the Township may incorporate the optional provisional items in their Contract.

SP 29 Evaluation Process

Evaluation Stages and Total Evaluation Points Available

The Township will conduct the evaluation of this RFP in three (3) stages as follows:

Stage 1 – Review (pass/fail)

A review will be undertaken to determine if the submitted RFP complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

A RFP that does not comply with the mandatory requirements shall, subject to the reserved rights of the Township and the Township’s Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (50 points)

Stage 2 will consist of a scoring by the Director of Public Works of each qualified RFP on the basis of the detailed criteria as displayed in the submitted proposal (or as specified in Appendix B – Evaluation Criteria and follow up of information provided in Appendix C –, References & Contingencies).

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria	Maximum Points
Ability & Experience of Respondent (Appendix C)	5
Overall Approach and Methodology	15
Timeline and Schedule	5
Health and Safety Plan	5
Total Points	30

Stage 3 – Pricing (50 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix G – Price & Delivery Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed.

Each Respondent will receive a percentage of the total possible **50** points allocated to price by dividing the Respondent’s price into the lowest submission of the short-listed Respondents.

For example, if the lowest submitted price is \$120.00, that Respondent receives 100% of the points ($120/120 = 100\%$), or **30** points. A Respondent who submits \$150 receives 80% of the possible points ($120/150 = 80\%$) or 24 points. A Respondent who submits \$240 receives 50% of the possible points ($120/240 = 50\%$) or **15** points.

Respondents should be aware that this is a “gated process”. Submissions will be initially evaluated on non-price based criteria first. From there, the highest scoring submissions will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

Total Evaluation Points Available

Overall, a Respondent may receive a maximum of **100** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	30
Stage 3 - Pricing	70
Total	100

Part 8: Form of Tender

Form of Tender

This Tender is submitted by:

Contractor Information

Name of Firm or Individual (Hereinafter referred to as the Contractor)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

Signature

Date

To the Members of Council:

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be undertaken.

I/We further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owners is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 4.4 and 4.5 and declare that no Conflict of Interest exists.

I/We further declare that the named firm or Individual is not currently involved in litigation with any of the Owners.

I/We further declare that the several matters stated in the said Tender are in all respects true.

I/We further declare that I/We have carefully examined the locality and site of the proposed works, and having read, understood and accepted the Request for Tender Documents, all of which forms part of this Agreement, hereby offer to furnish all machinery, tools, labour, apparatus; all materials, except as otherwise stated in the Request for Tender Documents; including in every case freight, duty, exchange and harmonized sales tax in effect on the date of the acceptance of the Tender, and to complete the work in strict accordance with the Request for Tender Documents attached for the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Tender.

I/We agree that this offer is to continue open for acceptance until the formal Contracts are executed by the Successful Bidder and the Owner for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Tender whether any other Tender has been previously accepted or not.

In the event that the Tender is withdrawn following the Submission Deadline, prior to its consideration and Award by the Owner, the accompanying Tender deposit will become the property and security of the applicable Owner.

I/We agree that the Awarding of this Contract is based on the acceptance of this Tender by the Owner.

Attached to this Tender is a certified cheque or bid bond in the amount specified in section 3.8, made payable to the Owner for the applicable amount. The proceeds of these deposits which shall be forfeited to the Owner's at its discretion if I/We, fail to execute the Contracts for the performance of the work within fourteen (14) days from the date of notification of the acceptance of this Tender.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Name of Contractor (Please Print)

Signature of Contractor

Date (day/month/year)

Form of Tender: Statements

Statement A Bidder's Experience for References (List jobs of similar type of work)

1.
2.
3.
4.

Statement B Bidder's Senior Supervisory Staff: The Contractor must list below the names and experience of the supervisory personnel to be employed in this contract.

1.
2.
3.
4.

Statement C List of Sub-Contractors

1.
2.
3.
4.

Statement D List of Suppliers: The Contractor must list below the names and addresses of the suppliers of the major materials to be utilized in the completion of this project.

1.
2.
3.
4.

Part 9: Contract Template

Township of Minden Hills

Tender No.: CTY-MH-2024-3

Mash Creek Twin Culvert Removal and Replacement

Contract

This Contract made in duplicate on: _____
Date (day/month/year)

by and between: _____
Hereinafter called the "Contractor"

And the **Township of Minden Hills**
Hereinafter called the "Owner"

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in Tender No. CTY-MH-2024-3 for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner, to do all the work as described in the Request for Tender Documents of CTY-MH-2024-3

The Request for Tender Documents for CTY-MH-2024-3, the submission of the signed Form of Tender Deposit, and Addenda (if applicable), form the Agreement for which this Contract is based. The Contractor agrees to furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the specifications of Tender CTY-MH-2024-3, which are identified and acknowledged in the Request for Tender Documents, all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Contractor further agrees that they will deliver the whole of the work completed in accordance with the Agreement.

In Consideration Whereas, the Owner agrees to pay to the Contractor for all work done, the stipulated sum or sums submitted in Tender CTY-MH-2024-3. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Contractor. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Contractor.

(This Contract will be revised prior to execution to include any payment schedules provided in the Bidder's Tender if applicable.)

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

In Witness Whereof, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor Representative (Please Print)
(Authority to bind the Corporation)

Township Representative (Please Print)
(Authority to bind the Corporation)

Representative Signature

Representative Signature

Position held by the Representative

Position held at the Township

This Contract will be mailed by courier to the Successful Bidder upon receiving all documents related to the Pre-Conditions of Award.

Part 10: Delivery Notice

Complete and affix this delivery notice to your Tender submission envelope.

<p style="text-align: center;">RFT No. CTY-MH-2024-3</p> <p style="text-align: center;">Mash Creek Twin Culvert Removal and Replacement</p> <p style="text-align: center;">Deliver To:</p> <p style="text-align: center;">Township of Minden Hills</p> <p style="text-align: center;">7 Milne Street, P.O. Box 359</p> <p style="text-align: center;">Minden, ON</p> <p style="text-align: center;">K0M 2K0</p> <p style="text-align: center;">Attention: Sherry Mulholland</p> <p>Bidder's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm From: _____ (Name of Person or Organization Delivering Documents)</p> <p>Respondent's Contact information for communique from the Township:</p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;">THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</p>
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