



REQUEST FOR TENDER (RFT)

For the provision of

S.G. Nesbitt Memorial Arena Concession Stand Supply and Renovation

Tender Information	No. CSD22-001
Issue Date:	October 26, 2022
Site Visit:	Mandatory, November 8, 2022
Closing Date:	12:00pm November 18, 2022
Opening Date:	1:30pm November 18, 2022
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
Attention:	Craig Belfry, Director of Community Services
Last Day for Inquiries:	November 15, 2022, at 12:00 noon

**FOR ALL ELECTRONIC DELIVERY METHODS, COMPLETE AND AFFIX THIS
COVER PAGE TO THE FRONT OF SUBMISSION**

Bidder Information

Name/Company: _____

Contact Name: _____

Phone: _____ **Email:** _____

Address: _____

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

THE LOWEST OR ANY SUBMISSIONS MAY NOT NECESSARILY BE ACCEPTED.

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General Conditions

1.1 Definitions

“Respondent” Refers to any eligible entity providing a response to this RFP, RFQ, RFT, etc.

“Corporation/Owner/Township” Refers to the Township of Minden Hills.

“Form of RFT” Refers to this document and its processes.

“Successful Respondent” Refers, in the event of an award, to the selected Respondent.

“Work or the provision of Goods and/or Services” Refers to the scope of work, and specifications outline in this RFT.

1.2 Handling

The handling of this document and any other document(s) related to this RFT will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this document.

1.3 Submission Mandatory Requirements

All submissions must be completed in a consolidated electronic copy and must include all Appendices attached to this document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be responded to according to instructions contained within this document(s).

- Appendix A - Submission Requirements
- Appendix B - Evaluation Criteria
- Appendix C - Experience, References & Contingencies
- Appendix D - Suppliers & Subcontractors
- Appendix E - Respondent Information
- Appendix F - Declaration Form
- Appendix G – Price & Delivery Schedule
- Appendix H - Guarantee of Performance/Cancellation of Contract
- Appendix I - Agreement Acknowledgement
- Appendix J – Tender Design Documents
- Appendix K – CCDC2 2008 - Amended

Responses shall be submitted electronically, as specified below:

Electronic Submissions:

Electronic Submissions are to be in PDF format and emailed to: tenders@mindenhills.ca, before the submission deadline noted in the RFT document.

Respondents will receive notification of receipt of submission. However, it is the responsibility of the Respondent to ensure that their submission and all attachments are successfully delivered to and accepted by the Township.

To help ensure delivery, total submission size should not exceed 30 MB. For submissions over 30 MB, contact the Township at tenders@mindenhills.ca for alternate submission arrangements.

The subject line in the email shall be formatted as:

CONFIDENTIAL Submission re: RFT CSD22-01 S.G. Nesbitt Memorial Arena Concession Stand Supply and Renovation - Respondent's name

Example: CONFIDENTIAL Submission re: RFT # CSD22-001 S.G. Nesbitt Memorial Arena Concession Stand Supply and Renovation – Company A

The Respondent warrants that all contents of their proposal are complete and accurate.

It is the responsibility of the Respondent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Late proposals will not be considered. *Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late proposals will be returned unopened to the respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFT. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

1.4 Manufacturer's Specifications

Respondents shall include with their submission the full manufacturers' specifications and literature (where applicable), which fully describe the item(s) being offered, including any optional equipment.

Respondents shall coordinate manufacturer's specifications with tender documents.

1.5 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the goods and/or services. In some instances, the Township would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Respondents must submit based on the specified item and, without substitution.

Alternatives may be negotiated after the tender. Respondents will tender specified products unless otherwise noted. Respondents shall ensure that all proposed equivalent items are coordinated with the tender documents.

1.6 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Submit all prices "HST Extra".

1.7 Multiple Submissions

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

1.8 Closing

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on November 18, 2022.**

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the submission shall become due on the next business day at 11:00 AM, local time, after the original closing date and time.

A response received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new submission and due before the amended closing date and time. Call 705-286-1260 ext. 513 for information in the event of a suspension of service for any additional information.

1.9 Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden, on **November 18, 2022 at 1:30 PM.** The Successful Respondent will be notified within 3 business days from receiving approval from the Evaluation Team or when Council considers the submission results at their Regular Council meeting, which will occur only if bids come in higher than the approved budget

1.10 Withdrawal or Alteration(s)

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 1.8. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the Submission at any time up to the specified time and date of the closing outlined in Section 1.8 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 1.13 who will mark thereon the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

1.11 Examination of Documents

Each Respondent must satisfy himself/herself by a personal study of the RFT documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work or goods and/or services. There will be no consideration of any claim, after submission, that there is a misunderstanding with respect to the conditions imposed by this RFT.

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFT. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 1.13 prior to submitting a response to this RFT

1.12 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFT. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFT.

Should a Respondent find omissions from or discrepancies in this document or related

documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 1.13 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 1.14 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFT documents.

1.13 Inquiries

Inquiries concerning the RFT specifications and general RFT process are to be directed to:

Shannon Prentice, Deputy Clerk, or designate(s)
(705) 286-1260 ext. 513
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFT will be circulated as an Addendum as outlined in Section 1.14 of this document.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

1.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFT provider) or invitational recipient for this RFT. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.

All Respondents should check the Township website, on-line RFT provider or contact the Township directly as per Section 1.13 – Inquiries, prior to submitting their response to this RFT.

Respondents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, **will constitute an automatic rejection**.

1.15 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission

whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

- a) When only one (1) submission has been received as result of the RFT;
- b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the work or goods and/or services;
- c) When all submissions received fail to comply with the specifications or terms and conditions;
- d) Where a change in the scope of work or provision of goods and/or services or specifications is required the lowest or any submission will not necessarily be accepted. The acceptance of a submission will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any submission or by reason of any delay in the acceptance of a submission except as provided in the RFT document.

Each submission shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be rejected.

1.16 Award Procedures

The Township is not under any obligation to award the RFT and reserves the right at its sole discretion to terminate or amend this RFT at any time.

It is the intention of the Township to award this RFT to one (1) qualified Respondent. The lowest or any submission may not necessarily be accepted.

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within sixty (60) days, or within 3 business days upon Township approval.

Notice of acceptance of a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFT.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

1.17 Ability and Experience of Respondent

It is not the purpose of the Township to award this RFT to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this work or provision of goods and/or services and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

The following criteria will be utilized by the Township, through references provided in Appendix C – Experience, References & Contingencies, to determine whether a Respondent is qualified to undertake the award;

- The Respondent's ability and agreement to perform the work or supply the goods and/or services.
- The Respondent's ability to work effectively with the Townships' staff and other representatives.
- The Respondent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Respondent is not able to perform the work or supply the goods and/or services in a manner satisfactory to the Township.

1.18 Variation of Quantities

The Township reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this document or related document(s).

1.19 Limited Liabilities

The Township's liability under this RFT shall be limited to the actual work or goods and/or services ordered and provided.

1.20 Respondent Expense

Any expenses incurred by the Respondent in the preparation of their submission are entirely the responsibility of the Respondent and will not be charged to the Township.

1.21 Contract Negotiations

Contract Agreement:

In the event the Township wishes to enter into a Contract Agreement with the Successful Respondent, the Township reserves the right to cancel the awarding of any awarded submission in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the work or the provision of goods and/or services, whichever is shortest. Refer to Appendix I – Agreement Acknowledgement.

Sections 2 (Contractual Requirements), 3 (Specifications-from submission), and 5 (Appendices-from submission) will form part of the agreement document.

1.22 Conflict of Interest

The Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the submission and, if selected, shall abstain from taking on work or the provision of goods and/or services which would represent a conflict of interest over the duration of this work or provision of goods and/or services.

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.

The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Respondent on such basis.

1.23 Freedom of Information

Any personal information required on the submission is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the RFT submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township's Council to carry out the responsibilities of the Act.

1.24 Package Submissions Information Release to Other Respondents

The number of RFTs received and the names of the Respondents are confidential and shall not be divulged prior to the public RFT opening.

Subsequent to the opening, however, the number of RFT packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

1.25 Access to Information

The disclosure of information received relevant to the issue of a RFT solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

1.26 Warranty

The submission shall include a brief summary covering workmanship and/or product warranty/guarantee on Appendix G – Price, Delivery & Warranty Schedule. Additional pages (attached to Appendix G) may be used to describe this information.

1.27 Supplementary Conditions

Where the interpretation of the RFT, Architectural Specifications, and the applicable CCDC documents may differ the Architectural Specifications or CCDC documents as amended will govern unless otherwise notified by the Township.

2 Contractual Requirements

2.1 Occupational Health and Safety

All work performed under this RFT 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 Successful Respondent 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. Successful Respondents 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 Successful Respondent 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 Respondent agrees to assume full responsibility for the enforcement of same.
- c. The Successful Respondent 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 Successful Respondent 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 Successful Respondent 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 Successful Respondents 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 Successful Respondent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Respondent or any of its sub-selected Respondents may invalidate the contract.
- h. The Successful Respondent 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 Successful Respondent or any of its sub-Successful Respondents will entitle the Township to set off the damages so

assessed against any monies that the Township may from time to time owe the Respondent under this contract or any other contract whatsoever.

- i. The Successful Respondent 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 Successful Respondent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Successful Respondent shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Successful Respondent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Successful Respondent 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. Successful Respondents 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 subcontractors employed by the Successful Respondent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

2.2 Workplace Safety Insurance Board (WSIB)

All Respondents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*,

on Appendix A – Submission Requirements.

The Successful Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract, work or provision of goods and/or services.

If exempt from coverage, the Successful Respondent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded or commencement of the contract, work or provision goods and/or services, whichever is shortest.

The Successful Respondent 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 contact noted in Section 1.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 2.12.4 – Cancellation of Contract.

2.3 Indemnification

The Successful Respondent 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 Successful Respondent'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 Successful Respondent, its agents, officials and employees.

2.4 Force Majeure

The Successful Respondent 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.

2.5 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Respondent.

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

2.5.1 Specific Conditions:

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract insurance as per the CCDC2 2008 Stipulate Price Contract, located in

Appendix K of the tender document.

2.5.2 General Conditions:

- a) The Successful Respondent 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 Successful Respondent 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 Successful Respondent.
- 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 Successful Respondent 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 Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent 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 contact noted in Section 1.13 – Inquiries. 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.

2.6 Bonding

2.5.1 Tender Surety

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 Township, 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.

2.5.2 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.

2.5.3 “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.

2.7 Protection of Work and Property

The Successful Respondent 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 Successful Respondent shall make good any such damage or injury.

2.8 Regulation Compliance and Legislation

The Successful Respondent 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.

2.9 Workplace Violence and Harassment

The Successful Respondent 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.

2.10 Code of Conduct

Successful Respondents 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 Successful Respondent, 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 Successful Respondents 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 Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, 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 Successful Respondent, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

2.11 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, Successful Respondents, 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.

2.12 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

[The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#) (AODA) and [Regulation 191/11 Integrated Accessibility Standards](#) (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.

Successful Respondents must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Successful Respondents are required to make this information available to the Township and/or the Province upon request.

An online [Serve-Ability](#) e-course is available for free and includes the Province's IAS training. It is the responsibility of the Successful Respondent to ensure they have read and understand the Act, Regulations and training in regards to persons with disabilities.

Web links for information and training purposes are provided below:

- AODA - <https://www.ontario.ca/laws/statute/05a11>
- IAS - <https://www.ontario.ca/laws/regulation/110191>
- Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>
- Serve-Ability - https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html
- AccessON - <https://accessontario.com/>

More information on these subjects can be found on our municipal website at www.mindenhills.ca, the [Regulation 191/11 Integrated Accessibility Standards](#), Accessibility Ontario website at [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website, the link is provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

2.13 Contract

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFT documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

Subsequent to acceptance, the Township will provide the Successful Respondent with a CCDC2 Stipulated Price Contract incorporating (as amendments or supplements thereto) any specific contractual terms arising from these tender documents, and those submitted by the Successful Respondent. Refer to Appendix K – CCDC Contract and Insurance for example contract.

Negotiation sessions shall be held to finalize contract details including but not limited to; performance, warranties, payment and holdbacks as well as any other expectations of the parties applicable to the services, based on the request for tender documents and successful submission.

2.13.1 Assignment of Contract

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of the contract, work or provision of goods and/or services; or his/her right, title or interest therein, or his power to execute such contract, work and/or provision of goods or services, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials.

2.13.2 Sub-Contracting

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

2.13.3 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 Successful Respondent.

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.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

2.13.4 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 Successful Respondent, 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 Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

2.14 Conflict of Interest

The Successful Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the work or provision of goods and/or services and shall abstain from taking on work which

would represent a conflict of interest over the duration of a Contract, the work or the provision of good and/or services.

2.15 Bankruptcy

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent 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 Successful Respondent.

2.16 Governing Laws

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

2.17 Delivery and Execution of Work

The Successful Respondent may commence work no earlier than the award date. All work must be completed by June 30, 2023.

Once work has commenced, the Successful Respondent shall ensure continuous operations to minimize disruption to the public.

2.18 Pre-Start Meeting

Refer to Section 01 30 00 – 1.6.2 of the Architectural Specification.

2.19 Terms of Payment

Payments – Proper Invoice

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):

Owner

Attention: Craig Belfry
Director of Community Services
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

Owner's Consultant

Attention: Christopher Yap
Parkin Architects Limited
1 Valleybrook Drive
Toronto, Ontario,
M3B 2S7
yap@parkin.ca

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.

The Owner or the Owners Engineering Representative may issue a notice of non-payment within 14 days in the event that there is a dispute with the invoice in part or in whole.

In order to expedite the payment of a proper invoice, the Contractor may submit a draft invoice 7 working days prior to the last Friday of each month to the contact(s) identified above for review. Submission of this draft invoice shall be clearly identified as DRAFT and under no circumstances will any such payment result from this draft invoice.

2.20 Settlement of Disputes

Refer to CCDC 2 2008, Part 8 as amended.

2.21 Guarantee of Performance

The Successful Respondent guarantees that all work, goods and/or services will be carried out as specified, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Success Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent.

The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work or provide the goods and/or services in accordance with its obligations under a contract or the award of work or the provision of goods and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the site or in connection with the work or provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

2.22 Township's Right to Remedy Default in Provision of Services

Refer to CCDC 2 2008, Part 7.

2.23 Successful Respondent Performance Evaluation

Successful Respondent performance is critical to the success of the Township. To this end, the Township reserves the right to assess future RFT submissions by the Successful Respondent based on the terms of a contract, the performance of work or the provision of goods and/or services, as awarded and as related to the specifications and requirements of this RFT.

2.24 Taxes

Unless otherwise provided herein, the Successful Respondent shall pay all government sales or excise taxes in force at the date of the contract, work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the work or provision of goods and/or services and applicable taxes separately.

2.25 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 Successful Respondent at the address set forth in its submission.

3 RFT Specifications

3.1 Overview

The Township of Minden Hills is looking for a contractor to complete the renovation of +/-20m² interior storage and mechanical space into a concession stand at the S.G. Nesbitt Memorial Arena. The Contractor will need to supply and install all equipment outlined in the attached tender documents (Appendix J – Tender Design Documents). The work will require coordination with existing electrical and mechanical building systems and will require patching and making good of any damage caused by the renovation outside of the concession stand area.

3.2 Scope of Work

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

- Site meeting prior to starting work.
- Review of all existing conditions prior to proceeding with construction and informing consultants of discrepancies.
- Demolition of existing finishes.
- Installation and repair of existing floor, walls, ceilings, and all associated hardware for required concession stand equipment.
- Plumbing and drainage work for new concessions stand space.
- Mechanical and electrical work for new concession stand space.
- Installation and fabrication of millwork.
- Demolition and installation of new door between proposed concession stand space and storage area.
- Coordination of work with Craig Belfry, Director of Community Services Township of Minden Hills to minimize conflicts with arena operations.
- Protection and repair of existing area's damaged by construction.
- Removal and proper disposal of all waste material off site.

Note: Refer to Appendix J for scope of work.

3.3 Respondent Experience

The Respondent shall submit a brief report that will accompany Appendix C – Experience, References & Contingencies, that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated, experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/ integrity and managerial ability.

This report may be used by the Township in assessing the Respondent's ability and experience for the project.

3.4 Respondent Responsibilities

The Successful Respondent will be responsible for all fuel, repairs, maintenance, and insurance and required licencing for the operation that may be required to complete this work.

3.5 Township Responsibilities

The Township will provide:

- Review, comments, and guidance for submissions
- Background information as available
- Site access
- Tender Drawings and Specifications

3.6 Utilities

The Successful Respondent is responsible for identifying the location, for the protection of all utilities within the worksite, and for obtaining the necessary documentation/approvals ahead of conducting work onsite.

Any damages that may occur as a result, will be the sole responsibility of the Contractor. The work site may be located directly or adjacent to high voltage power transmission lines and/or fiber optic telephone lines.

The Successful Proponent shall be aware of such utilities and shall utilize equipment and methodologies in the undertaking of the work that do not constitute a hazard or safety violation under the Occupational Health and Safety Act.

3.7 Pricing Requirements

Respondents shall submit prices for the total project, separating each component as per Appendix G – Price & Delivery Schedule and shall include labour, equipment, materials, permits, installation and clean-up, travel and disposal fees.

During the award process the Township reserves the right to exclude any component of the RFT.

3.8 Site Visit

A site visit is mandatory and is scheduled for Tuesday, November 8, 2022, at 9:00 AM at the S.G. Nesbitt Memorial Arena. Please contact Craig Belfry, Director of Community Services Township of Minden Hills at 705-286-1260 ext. 550 or by email at cbelfry@mindenhills.ca to confirm.

3.9 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Respondent's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Respondent's Compliance box.

Where an item allows for an “Alternative” to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Respondent’s Comment box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Respondent’s responsibility to deliver fully equipped items with compatible components to provide dependable efficient service:

3.10 Other Instructions

Responses to this RFT must include Mandatory Appendices noted as “Mandatory Completion” and/or “Mandatory Submission”.

4 Evaluation Process

Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating proposals.

The Township retains the right to ask Respondents for clarification regarding their submission, if doing so does not change their proposal in any way.

4.1 Evaluation Stages and Total Evaluation Points Available

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

Stage 1 – Review (pass/fail)

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

A RFT 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 (20 points)

Stage 2 will consist of a scoring by the representatives from the Township of Minden Hills and Parkin Architects Limited of each qualified RFT on the basis of the detailed criteria as displayed in the submitted tender (or as specified in Appendix B – Evaluation Criteria and follow up of information provided in Appendix C – Experience, References & Contingencies).

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

Criteria	Maximum Points
Ability to meet Detailed Criteria requirements (Appendix B)	10
Ability & Experience of Respondent (Appendix C)	10
Total Points	20

Stage 3 – Pricing (80 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 **80** 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 **80** points. A Respondent who submits \$150 receives 80% of the possible points ($120/150 = 80\%$) or 64 points. A Respondent who submits \$240 receives 50% of the possible points ($120/240 = 50\%$) or 40 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.

4.2 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	20
Stage 3 - Pricing	80
Total	100

5 Appendices

5.1 Appendix A – Submission Requirements

****MANDATORY COMPLETION****

All Respondents are required to successfully meet the mandatory requirements described in the following table and **submit with their response**, proof of meeting these requirements. Failure to meet the requirements under this Appendix will constitute in an automatic rejection.

Specification		Mandatory/ Optional/Preferred/NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB (Section 2.2) Account #: <hr/> OR Check here if exempt from WSIB coverage as described in Section 2.2 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Insurance, Indemnification and Bonding requirements as described in Sections 2.3, 2.4 and 2.5 of this document where applicable.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Product/Workmanship Warranty as described in Section 1.26 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Submission of all other required Appendices.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Site Visit as Described in Section 3.8 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	One (1) additional hardcopy of the completed submission. (NOTE - One (1) electronic copy is mandatory).	Preferred	Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

By signing below, I _____, Name of individual, acknowledge that

_____ has the ability to provide the requested WSIB, and
Name of Company

Insurance certificate(s) in accordance with this RFT document.

Signature

Date

5.2 Appendix B – Evaluation Criteria

****MANDATORY COMPLETION****

Detailed Evaluation Criteria	% of Evaluation Points
Price	80%
Ability to meet Detailed Criteria requirements (Appendix B)	10%
Ability & Experience of Respondent (Appendix C)	10%
Total	100%

Evaluation of each submission will be based on, but not limited to, the Respondents:

- Ability to meet the requirements set out herein and deliver the requirements when and where required;
- Procession and maintenance of a valid accounting designation and license;
- Demonstrated experience in municipal Audits and demonstrated comprehensive knowledge of municipal financial reporting requirements;
- Demonstrated understanding of legislation relevant to the municipal environment;
- Well developed, professional auditing techniques and processes; and sound system of controls and review methodology;
- Ability to provide necessary staffing, facilities, financial resources and expertise sufficient to address the scope of the Audit services in order to meet Township and Provincial reporting requirements, in a timely manner;
- Demonstrated commitment to providing reasonable annual continuity of experienced and qualified personnel and;
- Demonstrated commitment to meeting all reporting deadlines.

The Township reserves the right to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be used in the performance of this Contract.

5.3 Appendix C - Experience, References & Contingencies

****MANDATORY COMPLETION****

A Brief Report, three (3) references and a contingency plan **must** be provided as per the table below for the purpose of assessing the Respondent's ability and experience.

1. Brief Report		
<p>Respondents shall submit, along with this document, a Brief Report that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/integrity and managerial ability.</p>		
2. References		
No.1	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.2	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.3	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
3. Contingency Plan		
<p>Respondents shall also submit, along with this document, a detailed Contingency Plan to be implemented by the Successful Respondent in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</p>		

5.4 Appendix D - Suppliers & Subcontractors

****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your tender submission. If there are none, please submit N/A.

Refer to Section 01 30 00 - 1.4 of the Architectural Specification for further detail.

Suppliers
Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Contractors
Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:
Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:

5.5 Appendix E - Respondent Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

Respondent's Contact Individual	
Office Phone #	
Toll Free #	
Cellular #	
Fax #	
E-mail address	
Website	
HST Account #	
1st Emergency Contact Name	
1st Emergency Contact Phone #	
2nd Emergency Contact Name	
2nd Emergency Contact Phone #	

5.6 Appendix F – Declaration Form

****MANDATORY COMPLETION****

For the provision of:	S.G. Nesbitt Memorial Arena Concession Stand Supply and Renovation			
As supplied by:	_____			
	Firm Name			

	Mailing Address	City	Prov.	Postal Code

To:	Township of Minden Hills			
	7 Milne Street, PO Box 359			
	Minden, ON KOM 2K0			

The Respondent Declares:

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFT or in the award for which this RFT is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFT document.

LOWEST OR ANY SUBMISSION NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 20__

PRINT NAME OF WITNESS

PRINT NAME OF RESPONDENT

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

5.7 Appendix G - Price & Delivery Schedule

****MANDATORY COMPLETION****

<u>Date(s) of Execution of Goods/Services:</u>	
Work to commence at a time agreed by the Township and Contractor when site and facility conditions are favorable for executing the proposed works contingent to approval of the Township. All work must be completed by March 1, 2023.	
Description	Total
All work to complete the project; including but not limited to labour, equipment, and materials	
Sub-total	
HST	
Total	
<u>Warranty:</u>	

5.8 Appendix H - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services

****MANDATORY COMPLETION****

The Contractor guarantees that all work or provision of goods and/or services will be carried out as specified in the RFT, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent. The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work in accordance with its obligations under the contract or provision of good and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the Site or in connection with the work or the provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix H – Guarantee of Performance/Cancellation of contract, work or provision of goods and/or services.

Signature

Date

5.9 Appendix I - Agreement Acknowledgement

****MANDATORY COMPLETION****

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of S.G. Nesbitt Memorial Arena Concession Stand Supply and Renovation for the Township, upon final approval from Council. The CCDC2 Stipulated Price Contract as per Appendix K will be used.

Sections 2 (Contractual Requirements), 3 (Specifications-from submission), and 5 (Appendices-from submission) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFT document, Form of RFT, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement.

The Township encourages the use of business/professional information only in all submissions.

It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix I – Agreement Acknowledgement.

Signature

Date

5.10 Appendix J – Tender Design Documents

Refer to the following design specification documents attached separately:

- Appendix J - 1821-01 Minden Electrical
- Appendix J - 1821-01 Minden
- Appendix J - 1821-01 Minden Specs
- Appendix J - 1821-01 Minden Mechanical

5.11 Appendix K – CCDC Contract and Insurance

Refer to the following contract and insurance documents attached separately:

- Appendix K - CCDC2 Stipulated Price Contract
- Appendix K - CCDC 41 Insurance Requirements - publication date: January 21, 2008