



**REQUEST FOR PROPOSAL (RFP)**

**For the provision of**

**Minden Sidewalk Improvements**

**Tender Information** RFP No. RDS 26-003 Minden Sidewalk Improvements

**Issue Date:** Date June 26, 2026

**Site Visit:** Optional: July 2, 2026 at 8:00am

**Closing Date:** July 10, 2026 at 12:00 Noon

**Opening Date:** July 10, 2026 at 1:00pm

**Address:** Township of Minden Hills  
7 Milne Street, PO Box 359  
Minden, ON  
K0M 2K0

**Attention:** Zach Drinkwalter, Director of Finance/Treasurer

**Last Day for  
Inquiries:** July 7, 2026 at 12:00 Noon

**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.**

# 1 Table of Contents

<b>2</b>	<b>General Conditions</b> .....	<b>4</b>
2.1	Definitions .....	4
2.2	Handling .....	4
2.3	Submission Mandatory Requirements .....	4
2.4	Manufacturer’s Specifications .....	5
2.5	Equivalent.....	6
2.6	Harmonized Sales Tax (HST) .....	6
2.7	Multiple Submissions.....	6
2.8	Closing .....	6
2.9	Opening.....	6
2.10	Withdrawal or Alteration(s).....	6
2.11	Examination of Documents .....	7
2.12	Omissions, Discrepancies and Interpretations.....	7
2.13	Inquiries .....	8
2.14	Addenda .....	8
2.15	Acceptance or Rejection of Submission(s).....	8
2.16	Award Procedures .....	9
2.17	Ability and Experience of Respondent .....	10
2.18	Variation of Quantities .....	10
2.19	Limited Liabilities .....	10
2.20	Respondent Expense .....	10
2.21	Contract Negotiations .....	10
2.22	Conflict of Interest.....	11
2.23	Freedom of Information .....	11
2.24	Package Submissions Information Release to Other Respondents .....	11
2.25	Access to Information.....	12
2.26	Warranty .....	12
2.27	Negotiations.....	12
<b>3</b>	<b>Contractual Requirements</b> .....	<b>13</b>
3.1	Occupational Health and Safety.....	13
3.2	Workplace Safety Insurance Board (WSIB).....	14
3.3	Indemnification .....	15
3.4	Force Majeure .....	15
3.5	Insurance Requirements.....	15
3.6	Bonding.....	17
3.6.1	Bid Bond.....	17
3.6.2	Performance and Material Bond.....	17
3.7	Protection of Work and Property .....	18
3.8	Regulation Compliance and Legislation.....	18
3.9	Workplace Violence and Harassment.....	18
3.10	Code of Conduct.....	18
3.11	Smoke Free Workplace .....	18
3.12	Accessibility.....	19
3.13	Contract.....	19
3.13.1	Assignment of Contract .....	20
3.13.2	Sub-Contracting.....	20
3.13.3	Contract Amendments and Revisions .....	20
3.13.4	Cancellation of Contract .....	20

3.14	Conflict of Interest.....	21
3.15	Bankruptcy.....	21
3.16	Governing Laws.....	21
3.17	Delivery and Execution of Work .....	21
3.18	Pre-Start Meeting.....	21
3.19	Terms of Payment .....	21
3.20	Settlement of Disputes.....	22
3.21	Guarantee of Performance.....	22
3.22	Successful Respondent Performance Evaluation .....	23
3.23	Taxes .....	23
3.24	Notices .....	23
<b>4</b>	<b>RFP Specifications .....</b>	<b>24</b>
4.1	Overview .....	24
4.2	Scope of Work .....	24
4.3	Respondent Experience.....	24
4.4	Respondent Responsibilities .....	24
4.5	Township Responsibilities .....	25
4.6	Utilities.....	25
4.7	Pricing Requirements .....	25
4.8	Site Visit .....	25
4.9	General Instructions.....	25
4.10	Other Instructions .....	25
4.11	Special Provisions.....	26
<b>5</b>	<b>Evaluation Process.....</b>	<b>29</b>
5.1	Evaluation Stages and Total Evaluation Points Available .....	29
<b>6</b>	<b>Appendices.....</b>	<b>29</b>
6.1	Appendix A – Submission Requirements .....	29
6.2	Appendix B - Experience, References & Contingencies .....	31
6.3	Appendix C - Suppliers & Subcontractors .....	32
6.4	Appendix D - Respondent Information .....	33
6.5	Appendix E – Declaration Form .....	34
6.6	Appendix F - Price & Delivery Schedule .....	35
6.7	Appendix G - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services.....	39
6.8	Appendix H - Agreement Acknowledgement .....	40
6.9	Appendix I – Delivery Notice.....	42

## 2 General Conditions

---

### 2.1 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 RFP”** 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 RFP.

### 2.2 Handling

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

### 2.3 Submission Mandatory Requirements

All submissions must be completed in hard 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 - Experience, References & Contingencies
- Appendix C - Suppliers & Subcontractors
- Appendix D- Respondent Information
- Appendix E - Declaration Form
- Appendix F - Price & Delivery Schedule and Warranty
- Appendix G - Guarantee of Performance/Cancellation of Contract
- Appendix H - Agreement Acknowledgement
- Appendix I - Delivery Notice

### **In Person Drop-off Submissions:**

Hard copy (in person) submissions are to be hand delivered to the Township before the submission deadline noted in the RFP document.

**Submissions placed in the Township Drop Box will not be accepted.**

Respondents will receive a receipt of submission at the time of drop-off.

For questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.13 – Inquiries of the RFP document.

Responses must be submitted in a sealed envelope with Appendix I - Delivery Notice, completed and affixed to the outside. Responses can be submitted by mail, or hand delivered to the front counter of the Finance Department, the 1st floor front counter.

Submissions received after the official closing time will not be considered during the selection process.

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.

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.

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

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

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 RFP. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

## **2.4 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.

## **2.5 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.

## **2.6 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".

## **2.7 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.

## **2.8 Closing**

Submissions must be received by the Township of Minden Hills on or before **12:00 noon local time on July 10, 2026**

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.

## **2.9 Opening**

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden on **July 10, 2026 at 1:00pm**. Minden Hills Council will consider the submissions results at the **July 23, 2026** Regular Meeting of Council. The Successful Respondent will be notified within 3 business days from receiving Council approval.

## **2.10 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 2.8. 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 2.8 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.13 who will mark thereon the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contact 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.

## **2.11 Examination of Documents**

Each Respondent must satisfy himself/herself by a personal study of the RFP 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 RFP.

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. 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 2.13 prior to submitting a response to this RFP

## **2.12 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 RFP.

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 RFP. 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 RFP.

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 2.13 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.14 of this

document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

## 2.13 Inquiries

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

Zach Drinkwalkter, Director of Finance / Treasurer or designate(s)  
(705) 286-1260 ext. 504  
zdrinkwalter@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFP will be circulated as an Addendum as outlined in Section 2.14 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.

## 2.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFP provider) or invitational recipient for this RFP. 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](http://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 RFP provider or contact the Township directly as per Section 2.13 – Inquiries, prior to submitting their response to this RFP.

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**.

## 2.15 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 RFP;
- 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 RFP 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.

## **2.16 Award Procedures**

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

It is the intention of the Township to award this RFP 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 3 business days from receiving Council 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 RFP.

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.

## **2.17 Ability and Experience of Respondent**

It is not the purpose of the Township to award this RFP 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 B – 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.

## **2.18 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).

## **2.19 Limited Liabilities**

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

## **2.20 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.

## **2.21 Contract Negotiations**

The tender process is governed by the Contract A/Contract B framework, under which the bidding process creates preliminary obligations (Contract A) and the award results in Contract B with the successful bidder.

The parties acknowledge and agree that, upon the Owner's written acceptance of the successful bid, a binding Contract B shall be formed between the Owner and the

successful bidder on the terms set out in this tender and any executed agreement.

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.

## **2.22 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 RFP.

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.

## **2.23 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 RFP 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.

## **2.24 Package Submissions Information Release to Other Respondents**

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

Subsequent to the opening, however, the number of submission packages released is

public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

## **2.25 Access to Information**

The disclosure of information received relevant to the issue of a RFP 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.

## **2.26 Warranty**

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

## **2.27 Negotiations**

In the event that a prepared submission does not precisely and entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Respondent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to a submission.

## 3 Contractual Requirements

---

### 3.1 Occupational Health and Safety

All work performed under this RFP 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.

### **3.2 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 2.13 – 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 3.13.4 – Cancellation of Contract.

### **3.3 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.

### **3.4 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.

### **3.5 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:

Specific Conditions:

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:

Specific Conditions:

- Commercial General Liability insurance applying to all operations of the Successful Proponent which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's & contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. Such policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include **The Corporation of the Township of Minden Hills** as an additional insured.

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 fourteen (14) 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 2.13 – 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.

### **3.6 Bonding**

Respondents shall include proof of ability to be bonded for themselves as well as for all contracted staff and/or employees working for the Respondent.

#### **3.6.1 Bid Bond**

A Standard Construction Document CCDC 220-2024 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 bid 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.

#### **3.6.2 Performance and Material Bond**

“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 221-2024 Performance Bond in the amount of 50% of the Total Tender price;
- b) CCDC 222-2024 Labour & Material Payment Bond in the amount of 50% of the Total Tender price.

All forms 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, will be rejected.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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 employees shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

### **3.11 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 regarding cigarette, e-cigarette and cannabis use.

### **3.12 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](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](http://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>).

### **3.13 Contract**

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFP documents and shall

be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

### **3.13.1 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.

### **3.13.2 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 RFP 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.

### **3.13.3 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.

### **3.13.4 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.

### **3.14 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.

### **3.15 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.

### **3.16 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.

### **3.17 Delivery and Execution of Work**

The Successful Respondent may commence work no earlier than September 1, 2026. All work must be completed by November 30, 2026.

### **3.18 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.

### **3.19 Terms of Payment**

Payment will be made in response to the Successful Respondent's approved invoice to the Township. Invoices shall include the dates, hours and location of work and shall be accompanied by the following:

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of work or provision of goods and/or services or the date of approved invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable  
Township of Minden Hills  
7 Milne Street, PO Box 359  
Minden, ON  
K0M 2K0

### **3.20 Settlement of Disputes**

Until the contract, work or provision of goods and/or services has been terminated, the Successful Respondent must at all times provide the work or provision of goods and/or services. If there is a dispute or difference concerning the work or provision of goods and/or services or the interpretation of the contract, work or provision of goods and/or services then either party may notify the other that it wishes the dispute to be referred to a meeting with the CAO and the Successful Respondent to resolve, negotiating in good faith.

### **3.21 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 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 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.

### **Township's Right to Remedy Default in Provision of Services**

If the Successful Respondent should neglect to execute the work or provision of goods and/or services properly (a default), after **three (3)** business days written notice to the Successful Respondent setting out the particulars of the default, the Township may remedy the default of the Successful Respondent at the sole cost and expense of the Successful Respondent.

The Township shall have the authority and discretion to retain a contractor or firm to undertake the necessary work or provision of goods and/or services to remedy the

default(s) set out in the foregoing notice at the sole cost and expense of the Successful Respondent.

The Successful Respondent acknowledges and agrees that the Township shall have the authority to deduct from any payments owing to the Successful Respondent, the costs invoiced to the Township by the firm retained to remedy the default of the Successful Respondent plus a 10% administration charge (based upon amount of such invoice pre-H.S.T.). Where no payment is owing, the Township shall invoice the Successful Respondent. The Successful Respondent agrees to pay the Township, without the right to dispute the amounts invoiced, within 15 days of the date of such invoice.

The Township's authority remedy default hereunder is without prejudice to any other remedy, action or other alternative that may be available to the Township. Continued failure of the Successful Respondent to execute the work or provision of goods and/or services properly shall result in a termination of contract, work or provision of goods and/or services. The Township shall provide written notice of termination.

### **3.22 Successful Respondent Performance Evaluation**

Successful Respondent performance is critical to the success of Township. To this end, the Township has adopted a Successful Respondent Performance Evaluation system, by which the Successful Respondent performance will be ranked at the end of the term of contract, work or the provision of goods and/or services, or more frequently if deemed necessary.

The Township's Department Head noted on the cover page will complete the ranking. Once the ranking has been completed, a meeting will be set up by the Township, with the Successful Respondent to discuss the overall ranking for performance. From this ranking will stem a recommendation to either allow the Successful Respondent to bid on future projects, place the Successful Respondent on a two (2) year probation or to suspend the Successful Respondent from bidding on any future contracts.

### **3.23 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.

### **3.24 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.

## 4 RFP Specifications

---

### 4.1 Overview

The Township of Minden Hills is a lower tier municipality within Haliburton County. The Township is predominantly a rural community consisting of full-time residents as well as a large seasonal population. The main settlement area is Minden Village, with additional communities such as Gelert, Lochlin, Irondale and Lutterworth comprising the majority of the residents.

The Township of Minden Hills is seeking a contractor to complete concrete sidewalk, curb and gutter repairs in Minden Village.

### 4.2 Scope of Work

- Site meeting prior to starting work
- A traffic control as per Book 7. One sidewalk must remain open for the duration of construction
- Protection of the public
- Health and safety monitoring
- Utility locates
- Remove and replace sidewalk as outlined in Section 4.11 Special Provisions
- Remove and replace curb and gutter as outlined in Section 4.11 Special Provisions
- Remove and replace hot mix asphalt as outlined in Section 4.11 Special Provisions
- Disposal of all waste material

### 4.3 Respondent Experience

The Respondent shall submit a brief summary report that will accompany Appendix B – Experience, References & Contingencies, the report will outline and define 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 summary report will be used by the Township in assessing the Respondent's ability and experience for the project.

### 4.4 Respondent Responsibilities

The Successful Respondent will be responsible for all fuel, equipment mobilization and demobilization, equipment repair and/or service, occupational health and safety requirements and associated documentation (including Notice of Project) material procurement, transportation of workers, utility locates, traffic control, regulatory compliance, insurance and licensing that may be required to complete this work.

## 4.5 Township Responsibilities

The Township will provide:

- Sidewalk occupancy permit

## 4.6 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.

## 4.7 Pricing Requirements

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

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

## 4.8 Site Visit

An optional site visit is scheduled for July 2, 2026 at 8:00am. The meeting will start at 7 Milne Street, in Minden Ontario. After initial introductions and sign-in, there will be an opportunity to walk through town to view specific locations.

## 4.9 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.

## 4.10 Other Instructions

Responses to this RFP must include Mandatory Appendices noted as "Mandatory

“Completion” and/or “Mandatory Submission”.

## **4.11 Special Provisions**

### **Item 1.01 – Insurance and Bonding**

The Contract price shall include all costs associated with obtaining the required Insurance and Bonding as per the General Provisions. Payment shall be 60% of the tender amount for the initial payment certificate and the balance shall be pro-rated over the duration of the Contract.

### **Item 1.02 – Mobilization & Demobilization**

The Contract price shall include all costs related to moving onto the site, setting up a staging area and work trailers and removing all construction related items/materials once the contract has been completed. All costs associated with the movements and inefficiencies related to the multiple sidewalk locations shall be included within this item. Also included is all restoration costs associated with the staging area and construction laydown area. The lump sum price shall cover other costs incidental to the contract for which there is not a specific item. Payment shall be 60% on the first payment certificate and the remainder on the final payment certificate.

### **Item 1.03 – Traffic Control / Pedestrian Access**

Under this item, the Contractor shall supply and maintain all temporary signing, traffic and pedestrian protection as per the Occupational Health and Safety Act, Ontario Traffic Manual (OTM) Book 7 and OPSS 706.

Two weeks prior to construction, the Contractor shall prepare and submit copies of traffic control plans for the project to the Municipality for review and approval. Work will not be permitted to begin until an approved traffic control plan has been issued to the Contractor. Every effort shall be taken to maintain two lanes of traffic during construction, however, the Contractor shall reduce the traffic to one lane with flag persons during working hours, for construction vehicle access, if required. Two lanes of traffic must be maintained while the Contractor is not on site.

Pedestrian traffic shall be maintained at all times. Temporary pedestrian access required to businesses shall be constructed and maintained during construction. The Contractor shall include all costs associated with the staging/phasing of the proposed works and all incidental costs associated with the installation and removal of all temporary ramps, fencing, hoarding, gravel and cold mix required to maintain full access to all businesses affected by the proposed works. At no time shall a business be affected by the ongoing Construction works. The Contractor shall maintain frequent communication with the business owners throughout construction and be available to address concerns brought forward by the business owners. The Contractor will be required to identify regular delivery times for each business and revise their workday accordingly. Ongoing communication with Township staff and the Contract Administrator will be required daily throughout construction.

In the event of failure of traffic control and temporary traffic control measures, the Municipality shall notify the Contractor of the location and scope of the failure. Upon

receipt of notification of failure of traffic control and temporary traffic control measures, the Contractor shall restore conditions within 24 hours of notifications, all to the satisfaction of the Municipality.

Payment shall be 60% upon erection of traffic signage and pro-rated on each subsequent payment certificate.

#### **Item 1.04 – Environmental Considerations**

The Contractor is required to install and maintain erosion and sedimentation control measures to contain sedimentation within the site as required. Should the Contractor allow sediment to enter downstream lands, the Contractor shall be required to undertake whatever clean-up measures are required to restore the area to its original condition. In all areas, the Contractor shall, as a means of controlling erosion and runoff, schedule their operations as to limit the areas of slope and ditches exposed and the time that such areas are exposed prior to final treatment.

Erosion and sediment control measures are required to be in place prior to construction commencing. The contractor shall be required to adjust the location of the erosion and sediment control measures to suit their operation and construction phasing; no additional payment will be made for this work.

The specifications for OPSS 805 are amended and extended as follows:

- a) Where, in the opinion of the Contract Administrator or any Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or the Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.
- b) The Contractor shall ensure that all workers, including Sub-Contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.
- c) The Contractor shall periodically, or when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure, or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into

any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

### **Item 1.05 to 1.08 – Removals**

All in accordance with OPSS 510 except as noted below.

The Township will identify all locations (approximately 140) prior to the Contractor mobilizing. The Contractor shall not remove more than the identified locations unless otherwise directed or approved by the Township staff.

Item 1.05 per square metre bid price shall include all equipment, labour and materials required to remove the existing concrete sidewalk, granular base and existing earth to subgrade elevation. Saw cuts shall be at identified expansion or dummy joints. Disposal of all material shall be at 4564 Haliburton County Road 121, approximately 12 minutes south of the Village.

Item 1.06 per metre bid price shall include all equipment, labour and material required to remove the existing concrete curb and earth to subgrade elevation. Disposal of the concrete shall be at 4564 Haliburton County Road 121, approximately 12 minutes south of the Village.

Item 1.07 per square metre bid price shall include all equipment, labour and material required to remove asphalt, full depth, and dispose of at 4564 Haliburton County Road 121, approximately 12 minutes south of the Village. Sawcutting of the asphalt prior to replacement shall be included under a separate item.

The Contractor shall keep like items (ie granular, concrete and asphalt) separated when disposing at 4564 Haliburton County Road 121. No extra payment shall be made to separate the items at the pit.

### **Item 2.01 – 125mm Concrete Sidewalk**

All in accordance with OPSS 351 except as noted below.

The square meter bid price shall include all equipment, labour and material required to supply and install concrete sidewalk to the line and grade of the adjacent existing sidewalk. The placement and compaction of 150mm Granular 'A' on proof-rolled subgrade shall be included in the bid price. All required compaction testing shall be completed in accordance with OPSS 501. Fibreboard shall be placed between all existing and new concrete surfaces.

All concrete shall be tested as per OPSS 1350. The Contractor shall cast three (3) cylinders for each truckload of concrete delivered to site. The Contractor is responsible for all costs associated with the QC testing for compaction and the QC testing of the concrete.

### **Item 2.02 – Concrete Curb**

All in accordance with OPSS 353 except as noted below.

The per metre bid price shall include all equipment, labour and material required to supply and place concrete curb to the line, grade and type of the adjacent existing curb. The Contractor shall supply, at minimum, 150mm Granular 'A' beneath the concrete curb.

All concrete shall be tested as per OPSS 1350. The Contractor shall cast three (3) cylinders for each truckload of concrete delivered to site. The Contractor is responsible for all costs associated with the QC testing for compaction and the QC testing of the concrete.

## 5 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.

### 5.1 Evaluation Stages and Total Evaluation Points Available

The Township will conduct the evaluation of this RFP in one (1) single stage as follows:

#### Pricing:

The evaluation will consist of the pricing submitted on Appendix F – Price & Delivery Schedule.

## 6 Appendices

---

### 6.1 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	Deadline for Submission	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
---------------	---	----------------------------	---

1	WSIB (Section 3.2) Account #: _____ _____ OR Check here if exempt from WSIB coverage as described in Section 2.2 of this document.	Mandatory	Within 14 days of award	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Insurance, Indemnification and Bonding requirements as described in Sections 3.3, 3.4 and 3.5 and 3.6 of this document where applicable.	Mandatory	Bid bond due at time of submission, remaining documents to be submitted within 14 days of award	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Product/Workmanship Warranty as described in Section 2.26 of this document.	Mandatory	Time of submission	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Submission of all other required Appendices.	Mandatory	Time of submission	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Site Visit as Described in Section 4.8 of this document.	Optional	NA	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Two (2) additional hardcopies of the completed submission. (NOTE - One (1) hardcopy is mandatory).	Preferred	Time of submission	Yes <input type="checkbox"/> No <input type="checkbox"/>

**WSIB and Insurance Acknowledgement**

By signing below, I \_\_\_\_\_, acknowledge that  
Name of individual

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

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## 6.2 Appendix B - Experience, References & Contingencies

### **\*\*MANDATORY COMPLETION\*\***

A brief summary 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 Summary Report		
<p>Respondents <b><u>shall submit, along with this document</u></b>, a <b>brief summary report</b> 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		
<b>No.1</b>	<b>Name:</b>	
	<b>Contact Name &amp; Title:</b>	
	<b>Phone No.:</b>	
	<b>Term of Contract:</b>	
	<b>Nature of Contract:</b>	
<b>No.2</b>	<b>Name:</b>	
	<b>Contact Name &amp; Title:</b>	
	<b>Phone No.:</b>	
	<b>Term of Contract:</b>	
	<b>Nature of Contract:</b>	
<b>No.3</b>	<b>Name:</b>	
	<b>Contact Name &amp; Title:</b>	
	<b>Phone No.:</b>	
	<b>Term of Contract:</b>	
	<b>Nature of Contract:</b>	
3. Contingency Plan		
	<p>Respondents <b><u>shall also submit, along with this document</u></b>, a <b>detailed Contingency Plan</b> 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>	

### 6.3 Appendix C - 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.

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

## 6.4 Appendix D - Respondent Information

### **\*\*MANDATORY COMPLETION\*\***

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

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

## 6.5 Appendix E – Declaration Form

### **\*\*MANDATORY COMPLETION\*\***

<b>For the provision of:</b>	<b>Minden Sidewalk Improvements</b>			
<b>As supplied by:</b>	_____			
	Firm Name			
	_____			
	Mailing Address	City	Prov.	Postal Code

<b>To:</b>	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 RFP or in the award for which this RFP 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 RFP.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFP 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.

## 6.6 Appendix F - Price & Delivery Schedule

### **\*\*MANDATORY COMPLETION\*\***

(All unit prices are not to include H.S.T.)

The undersigned contractor agrees to supply and deliver the goods and services as specified and required in accordance with the Tender Documents, Drawings and Ontario Provincial Standard Specification for the following prices:

**The Owner reserves the right to cancel any or all items.**

<b>SECTION NO. 1 – Site Preparation, Removals and Erosion Control</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.01	100, SP	Insurance and Bonding	LS	1	\$ _____	\$ _____
1.02	100, SP	Mobilization & Demobilization	LS	1	\$ _____	\$ _____
1.03	706, SP	Traffic Control / Pedestrian Access	LS	1	\$ _____	\$ _____
1.04	805, SP	Environmental Considerations	LS	1	\$ _____	\$ _____
1.05	510, SP	Concrete Sidewalk Removal, incl. granular/earth removal to subgrade at approx. 140 locations	m <sup>2</sup>	1275	\$ _____	\$ _____
1.06	510, SP	Concrete Curb Removal, incl. granular/earth removal to subgrade	m	50	\$ _____	\$ _____
<b>TOTAL SECTION NO. 1:</b> (excluding HST)						\$ _____

**SECTION NO. 2 – Surface Works**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2.01	206, 314, 351, 501, 1001, 1002, 1010, 1350, SP	125mm Concrete Sidewalk (varying widths), incl. 150mm Granular 'A' at approx. 140 locations	m <sup>2</sup>	1275	\$ _____	\$ _____
2.02	206, 314, 353, 501, 1001, 1002, 1010, 1350, SP	Concrete Curb (all styles)	m	230	\$ _____	\$ _____
<b>TOTAL SECTION NO. 2:</b> (excluding HST)						\$ _____

<b>Bid Summary</b>	
<b>Total Section No. 1 – Site Preparation, Removals and Erosion Control</b>	\$ _____
<b>Total Section No. 2 – Surface Works</b>	\$ _____
<b>Sub-total Tender (excluding H.S.T)</b>	\$ _____
<b>HST # _____</b> <span style="float: right;"><b>HST @ 13%</b></span>	\$ _____
<b>Total Tendered Price (basis of award)</b>	\$ _____

**Provisional:**

<b>SECTION NO. 3 – Provisional Items</b>						
<b>ITEM NO.</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
3.01	206, 510	Sub-Excavate due to poor soil conditions	m <sup>3</sup>	25	\$ _____	\$ _____
3.02	510, SP	Asphalt Removal (full depth)	m <sup>2</sup>	75	\$ _____	\$ _____
3.03	206, 501, 1001, 1010	Imported SSM to Subgrade	t	50	\$ _____	\$ _____
3.04	206, 310, 314, 501, 1001, 1003, 1010	Hot Mix HL8 - Base Asphalt (50mm depth), incl. 150mm Granular 'A'	m <sup>2</sup>	72	\$ _____	\$ _____
3.05	310, 501, 1003	Hot Mix HL3 - Surface Asphalt (50mm depth)	m <sup>2</sup>	75	\$ _____	\$ _____
3.06	510	Saw Cut Straight Lines for Asphalt Transition	m	120	\$ _____	\$ _____
3.07	351	Tactile Walking Surface Indicator Plates	ea	30	\$ _____	\$ _____
3.08	802, 804	Topsoil and Seed (150mm depth)	m <sup>2</sup>	50	\$ _____	\$ _____
<b>TOTAL SECTION NO. 3:</b> (excluding HST)						\$ _____

## 6.7 Appendix G - 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 RFP, 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

## **6.8 Appendix H - 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 Sidewalk Improvements for the Township, upon final approval from Council, Sections 3 (Contractual Requirements), 4 (RFP Specifications), and 6 (Appendices) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFP document, Form of RFP, 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.

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

It is acknowledged that the Engagement Letter will be reviewed and agreed upon by both parties prior to signing, and 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 Service(s) as described in accordance with the provisions, specifications and conditions outlined in the Engagement Letter, this document and other related documents and the Successful Respondents submission to this RFP; and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

In the event that the terms and conditions outlined in the Engagement Letter, this document and related documents and the Successful Respondents submission to this RFP are conflicting or contradictory, the terms and conditions outlined in the Engagement Letter shall prevail.

### **Acknowledgement**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**6.9 Appendix I – Delivery Notice**

**\*\*MANDATORY COMPLETION\*\***

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

<p style="text-align: center;"><b>RFP No. RDS No. 26-003</b></p> <p style="text-align: center;"><b>Minden Sidewalk Improvements</b></p> <p style="text-align: center;">Deliver To:</p> <p style="text-align: center;">Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0</p> <p style="text-align: center;">Attention: Zach Drinkwalter</p> <p>Respondent's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm</p> <p>From: _____ (Name of Person or Organization Delivering Documents)</p> <p><b>Respondent's Contact information for communique from the Township:</b></p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;"><b>THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</b></p>
---