



**REQUEST FOR PROPOSAL**  
for the provision of service for  
**Consulting Engineering Services for a  
Comprehensive Road Needs Study**

**Proposal Information    No. RFP-06-2025**

**Issue Date:** July 23rd, 2025

**Site Visit:** Optional by appointment

**Closing Date of RFP:** August 14<sup>th</sup>, 2025 @ 12:00 noon local time

**Opening of RFP's:** August 14<sup>th</sup>, 2025 @ 12:05 pm, Highlands East Office

**Address:** Municipality of Highlands East  
2249 Loop Road, Box 295  
Wilberforce, ON  
K0L 3C0

**Attention:** Perry Kelly CRS-S, Public Works Manager

**Last Day for Inquiries:** August 5th, 2025, 4:30pm

**Proponent Information**

**Name/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**LATE PROPOSALS WILL NOT BE ACCEPTED.  
THE LOWEST OR ANY PROPOSAL MAY NOT NECESSARILY BE ACCEPTED.**

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## 1 General Conditions

### 1.1 Proposal Handling

The handling of the Proposal document(s) will be in accordance with the Municipality of Highlands East's By-Law No. 2020-68 governing the procurement of goods and services, and this Proposal document.

### 1.2 Proposal Submission Mandatory Requirements

All Proposals must be completed in hard copy and submissions must include all Appendices attached to the RFP 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 submitted according to instructions contained within the Proposal Documents.

- ☐ Appendix A - Detailed Criteria
- ☐ Appendix B - Accessibility Regulations for Contracted Services
- ☐ Appendix C - Health & Safety Declaration
- ☐ Appendix D - Declaration & Addenda
- ☐ Appendix E - Evaluation Matrix
- ☐ Appendix F - Guarantee of Performance/Cancellation Acknowledgement
- ☐ Appendix G - Agreement Acknowledgement

Proposals must be submitted in a sealed envelope, clearly marked as to the contents. Proposals can be submitted by mail, placed in the municipal drop box located at the Main Office or hand delivered to the front counter of the main office.

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

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

Submissions must consist of Two (2) hard copies along with One (1) electronic copy of the Proposal.

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

Proposals that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, measures alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Municipality's Procurement Policy.

### **1.3 Definitions**

“Proponent/Contractor” Refers to any eligible entity providing a Proposal.

“Corporation/Owner/Municipality” Refers to the Municipality of Highlands East.

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

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

### **1.4 Proposal Closing**

Proposals must be received by the Municipality of Highlands East on or before 12:00 noon local time on August 14<sup>th</sup>, 2025.

### **1.5 Proposal Opening**

A public opening will be held in the Main Office at 2249 Loop Road, Wilberforce, ON, on August 14<sup>th</sup>, 2025, at 12:05 pm. The Successful Proponent will be notified when Council considers the Proposal results at their Regular Council meeting scheduled for September 9<sup>th</sup>, 2025, or within 3 business days from receiving council approval, whichever is shortest.

### **1.6 Withdrawal or Alteration of Proposals**

A Proponent who has submitted a Proposal may submit a further Proposal at any time up to the specified time and date for the Proposal closing. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent for this contract.

A Proponent may withdraw or alter the Proposal at any time up to the specified time and date for Proposal closing by submitting a letter bearing the Proponent's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Proposal box. The Proponent's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Proposals withdrawn under this procedure cannot be reinstated.

### **1.7 Examination of Proposal Documents**

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

Prices bid must include all incidental costs and the Proponent must be satisfied as to the full requirements of the Proposal. No extra work will be entertained without prior Municipal

approval. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

## **1.8 Omissions, Discrepancies and Interpretations**

Should a Proponent find omissions from or discrepancies in any of the Proposal Documents, or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Proposal Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Proposal Documents.

## **1.9 Addenda**

If required by the Municipality, addenda will be distributed to all Proponents registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Municipality of any changes to their contact information. If the Proposal was acquired via the Municipal website it is the Proponent's responsibility to check the Municipal website at [www.highlandseast.ca](http://www.highlandseast.ca) for addenda. It is the Proponent's ultimate responsibility to ensure all addenda have been received.

Proponents are required to acknowledge receipt of the Addenda on Appendix D - Declaration & Addenda Form.

## **1.10 Acceptance or Rejection of Proposal**

The Municipality reserves the right to reject any or all Proposals and to waive formalities as the interests of the Municipality may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Municipality shall not be required to award and accept a Proposal:

When the Proposal is incomplete, obscure, irregular, unrealistic or non-compliant. Based on the Proponent's past performance with the Municipality.

When only one (1) Proposal has been received as a result of the Proposal call.

Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost of the goods/services.

When all Proposals received fail to comply with the specifications or Proposal terms and conditions.

Where a change in the scope of work or specifications is required the lowest or any Proposal will not necessarily be accepted. The acceptance of a Proposal will be contingent upon an acceptable record of ability, experience and previous performance.

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

Each Proposal shall be open for acceptance by the Municipality for a period of sixty (60) calendar days following the date of closing.

The Proposal document shall contain a definite delivery/work schedule.

### **1.11 Proposal Award Procedures**

By submitting a proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written contract.

Unless stated otherwise the following procedures will apply:

The Municipality will notify the Successful Proponent that their Proposal has been accepted, within sixty (60) calendar days of the Proposal closing or within 3 business days of receiving council approval, whatever is shortest.

Notice of acceptance of Proposal will be by telephone, email and/or by written notice. The successful proponent shall confirm acknowledgement of the awarded Proposal notice.

Immediately after acceptance of the Proposal by the Municipality, the Successful Proponent shall provide the Municipality with any required documents within fourteen (14) calendar days of the date of notification of award or as otherwise specified in this tender document or by the Municipality.

Commencement and completion dates may be altered if mutually agreed to by the Municipality of Highlands East and the Successful Proponent.

### **1.12 Indemnification**

The successful Proponent shall indemnify and hold harmless The Municipality, 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 Municipality and against all loss, liability, judgments, claims, suits, demands or expenses which The Municipality may sustain, suffer or be put to resulting from or arising out of the Successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Proponent, its agents, officials and employees.

### **1.13 Ability and Experience of Proponent**

It is not the purpose of the Municipality of Highlands East to award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Proposal.

The following criteria will be utilized by the Municipality, through references provided to determine whether a Proponent is qualified to undertake the award.

The Proponent's ability and agreement to supply the goods/services.

The Proponent's ability to work effectively with the Municipality's staff and other representatives.

The Proponent's history with respect to providing satisfactory results and acceptable cooperation.

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

## **1.14 Variation of Quantities**

The Municipality of Highlands East 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 Proposal.

## **1.15 Occupational Health & Safety**

The Successful Proponent 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 be included in all agreements with selected Proponents (and sub-selected Proponents) engaged by or on behalf of the Corporation of the Owner:

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

- a. Selected Proponents 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 selected Proponent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Proponent agrees to assume full responsibility for the enforcement of same.
- c. The selected Proponent shall 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 selected Proponent 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 selected Proponent shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Proponents health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Proponent or any of its sub-selected Proponents may invalidate the contract.
- h. The selected Proponent acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Proponent or any of its sub-selected Proponents will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the Proponent under this contract or any other contract whatsoever.
- i. The selected Proponent 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 Workplace Hazardous Materials Information System (WHMIS) 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 successfully selected Proponent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Proponent shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given the required training and support.
- l. The selected Proponent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Proponent 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 Owner.
- n. Selected Proponents 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 Proponent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

## **1.16 Workplace Safety Insurance Board (WSIB)**

All Proponents 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 – Detailed Criteria.

The Successful Proponent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that you do not require the coverage must be provided to the Municipality within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

WSIB coverage must remain in effect for the duration of the project as per the terms of this Proposal.

## **1.17 Insurance Requirements**

Proponents will acknowledge their ability to provide proof of insurance in accordance with this tender document, identified in Appendix A – Detailed Criteria.

The Successful Proponent shall provide proof of insurance, in the form of a Certificate of insurance certificate, indicating liability insurance with a minimum coverage of five (5) million dollars (\$5,000,000), with the Corporation of the Municipality of Highlands East added as an additional insured.

The Successful Proponent shall provide proof of Professional Liability Insurance coverage from anyone providing a professional service in connection with the contract such as architects, planner and engineers or at least One Million Dollars (\$1,000,000.00). Such insurance shall be kept in force during all work performed. The Municipality reserves the right to require such insurance to be kept in force for five (5) additional one (1) year terms following the date of completion.

The Successful Proponent shall provide proof of automobile insurance of at least two million (\$2,000,000) dollars per occurrence for any and all vehicles used for the purpose of the work outlined in this Proposal.

The Successful Proponent shall provide proof of Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Proponent or its contractor(s) while on any business connected with the Successful Proponent of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Proponent shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

The certificate must be provided to the Municipality within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Proponent shall result in a withdrawal of the contract by the Municipality.

Insurance must remain in effect for the duration of the contract as per the terms of this Proposal. It will be the responsibility of the Proponent to provide the Municipality with any and all renewal certificates during this period.

### **1.18 Limited Liabilities**

The Municipality's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

### **1.19 Proponent Expense**

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality.

### **1.20 Protection of Work & Property**

The Successful Proponent shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Proponent shall make good any such damage or injury.

### **1.21 Regulation Compliance and Legislation**

The Successful Proponent shall ensure all goods/services provided in respect to this Proposal are in accordance with, and under the authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

### **1.22 Accessibility**

The Proponent, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

Be technically accessible, in that it is possible for all users to access all information and functionality.

Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks.

Be capable of being adapted or configured by individual users to meet their specific

needs and preferences.

Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Referring to Appendix B - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

### **1.23 Agreement**

The Municipality reserves the right to cancel the awarding of any proposal 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 project, whichever is shortest. Please also refer to Appendix G – Agreement Acknowledgement.

In the event that your Proposal is accepted by Council and confirmed by a letter, the Proposal and the acceptance by Council shall constitute a binding contract between the Proponent and the Municipality, and the successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Proposal.

### **1.24 Assignment of Contract**

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.

### **1.25 Cancellation of Contract**

The Municipality reserves the right to immediately terminate the Contract awarded to the Successful Proponent, or part thereof, at its own discretion, including but not limited to such items as non- performance, late deliveries, inferior quality, pricing problems, etc.

Long Term Contracts:

It is agreed by the Parties to the Contract that if the Successful Proponent should neglect to execute the service(s) properly or fail to perform any provision of this Award, the Municipality, after three (3) business days written notice to the Successful Proponent, may deduct any amount under this paragraph from any monies that may be due or payable to the Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The Municipality shall provide written notice of termination.

The Proponent shall not be assessed with liquidation 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,

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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.

The Municipality shall not be liable to the Proponent for loss of anticipated profit on the cancelled portion or portions of the work.

## **1.26 Conflict of Interest**

The Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Proponent's participation in this process and, if selected, the performance of the Proponent's responsibilities pursuant to this retainer.

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

## **1.27 Governing Laws**

This Proposal and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

## **1.28 Freedom of Information**

Any personal information required on the Proposal Form 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 Proposal submission.

All written Proposals received by the Municipality become a public record once a Proposal is deemed complete by the Municipality. All information contained in the Proposal document is available to the public, including personal information.

Questions about 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:

Brittany McCaw ~ CAO/Treasurer, Municipality of Highlands East  
2249 Loop Road, Box 295  
Wilberforce, ON  
K0L 3C0  
Telephone (705) 448-2981

The CAO/Treasurer has been designated by the Municipality of Highlands East's Council to carry out the responsibilities of the Act.

## **1.29 Proposal Package Submissions Information Release to Other Proponents**

The number of Proposals received, and the names of the Proponents are confidential and shall not be divulged prior to the public Proposal opening.

## **2 Specific Conditions**

### **2.1 Award**

This RFP does not commit to the Municipality in any way to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

It is the intention of the Municipality to award this Proposal to only one (1) qualified Proponent. The lowest or any Proposal may not necessarily be accepted.

### **2.2 Multiple Submissions**

Proponents wishing to offer more than one (1) submission for consideration must complete a separate Proposal document for each separate offer and clearly identify each submission as a separate offer.

### **2.3 Harmonized Sales Tax (HST)**

HST is applicable to the item(s) listed, however, it is not included in the unit cost. Please list Proposal prices with "HST Extra".

### **2.4 Terms of Payment**

2.4.1 Payment will be made in response to the Successful Proponent's invoice to the Municipality. The Municipality will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Public Works Manager or their designate.

Unless otherwise stated herein, the Municipality's normal terms of payment will be net thirty (30) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later.

2.4.2 The Proponent shall retain a Holdback payment of 10% of the total invoiced amount. Release of the Holdback shall be made after forty-five (45) calendar days from the date of completion of the work as established by the Completion Certificate, but subject to the provisions of the Construction Lien Act and the submission by the Proponent of the following documents:

- a) A release by the Proponent in a form satisfactory to the Municipality, releasing the Proponent from any claims relating to the Contract, qualified by stated exceptions where appropriate.
- b) A statutory declaration in a form satisfactory to the Municipality that all liabilities incurred by the Proponent and the Proponent's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate

- c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- d) A written request made to the Municipality for the release of the respective Holdback payment.

## **2.5 Proposal Selection**

### **2.5.1 Selection Committee**

The Selection Committee, formed at the Municipality's sole discretion, will score the proposals in accordance with Section 2.7 and Appendix E- Evaluation Matrix.

### **2.5.2 Clarification, Additional Information and Interviews**

The Selection Committee may, at its discretion, request clarifications or additional information from a proponent with respect to any proposal, and the Selection Committee may make such requests to only selected proponents. The Selection Committee may consider such clarifications or additional information in evaluating a proposal.

### **2.5.3 Selection Criteria**

The Successful Proponent will be selected based on, but not limited to the following (see Appendix E – Evaluation Matrix for details):

### **2.5.4 Negotiation and Irrevocability**

By submitting a proposal, the Proponent accepts that a contract may be concluded upon notification by the Municipality with the proponent. The Municipality reserves the right to negotiate. If the parties after having bargained in good faith, are unable to conclude a contract, the Municipality and the proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality.

## **2.6 Evaluation Stages and Total Evaluation Points Available**

The Municipality of Highlands East will conduct the evaluation of Proposals in three (3) stages as follows:

### **2.6.1 Stage 1 – RFP Review (pass/fail)**

A review will be undertaken to determine if the submitted Proposal complies with all the mandatory requirements (inclusion of all Appendices, and compliance with the submission requirements and deadline).

All Proponents shall meet the mandatory requirements of Appendix A – Detailed Criteria and submit with this proposal proof of meeting these requirements.

Proposals that do not comply with the mandatory requirements may, subject to the reserved rights of the Municipality of Highlands East and the Municipality's Procurement RFP – 06-2025

Policy, be disqualified and not evaluated further.

## 2.6.2 Stage 2 – Rated Criteria (160 points)

Stage 2 will consist of a scoring by the Selection Committee of each qualified Proposal on the basis of the detailed criteria as displayed in the submitted proposal and the assessment and scoring against the criteria set out in Appendix E – Evaluation Matrix.

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

Criteria	Maximum Points
Ability & Experience of Proponent (based on components as per Appendix E – Evaluation Matrix)	
Quality & Experience of Design Team	18
Past Experience on Other Municipal Projects	38
Availability, Key Personnel & Staff Size	13
Proposal Presentation	25
Schedule of Work	21
Work Plan	45
Total Points	160

## 2.6.3 Stage 3 – Evaluation and Pricing (20 points)

Stage 3 will consist of a scoring of the pricing.

This stage will be evaluated, only after the first two (2) Stages have been completed. Only those Proponents who move forward from Stage 2 with a score higher than 140 will be evaluated.

Each Proponent will receive a percentage of the total possible 20 points allocated to price by dividing the Proponent's price into the lowest Proposal of the short-listed Proponents.

For example, if the lowest proposal price is \$120.00, that Proponent received 100% of the points ( $120/120 = 100\%$ ), or 20 points. A Proponent who submits \$160 receives 75% of the possible points ( $120/160 = 75\%$ ) or 15 points. A Proponent who submits \$240 receives 50% of the possible points ( $120/240 = 50\%$ ) or 10 points.

Proponents should be aware that this is a "gated process". Proposals will be initially evaluated on non-price-based criteria first. From there, Proposals with a score of 140 and higher will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.



#### 2.6.4. Total Evaluation Points Available

Overall, a Proponent may receive a maximum of 180 evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	160 points
Stage 3 - Pricing	20 points
Total	180

## 2.7 Inquiries

Inquiries concerning the Proposal specifications general Proposal process are to be directed to:

Brittany McCaw  
CAO/Treasurer  
(705) 448-2981 ext. 429  
[bmccaw@highlandseast.ca](mailto:bmccaw@highlandseast.ca)

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Proposal will be circulated as outlined in section 1.9 of this document, as a Request for Proposal Addendum to all registered document takers who have received the Request for Proposal document from the Municipality.

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.

## 3 Proposal Specifications

### 3.1 Introduction

The Municipality of Highlands East maintains an estimated road network length of 220Km (152Km Gravel, 66Km LCB, and 2Km HCB).

It is the intent of this study to take a comprehensive look at the entire road network and not just update an older version of a Road Needs Study.

### 3.2 Proposal Requirements

#### Technical

The Proposal should include but is not limited to:

- Detailed project team, organizational structure, roles, responsibilities, qualifications, and credentials.
- Project understanding with a description of the work which will be performed.
- Detailed methodology and approach listing tasks, resources assigned and their total hours.

- Detailed time schedule outlining the same tasks detailed in the methodology with key milestones and submissions for each location.
- Table indicating distribution of tasks/hours for each team member, including fees.
- Demonstrate example projects where each team member has successfully undertaken a similar role to that proposed with this project.
- Provide references of these similar roles which will include, contact information, email, phone number and name.
- Provide a list of suppliers and sub-contractors which may be utilized during this study.
- Detailed description of the quality assurance processes and procedures that will be followed specifically with this project.
- A list of the quality assurance documentation that will be provided to the Municipality at each stage of the project.

### **3.3 Financial**

A fee structure and total upper limit cost of the project, including a breakdown of fees using the same headings from the Proponent's proposed methodology, which shall include as a minimum:

- A summary of hourly charge out rates and man-hour requirements for all personnel involved with the project.
- Sub-Proponent fees.
- Disbursements, meetings and all other costs to complete the work: including, full time inspection during all hours of work for the removal and replacement of the structure and Contract Administration.
- Allowance for the Harmonized Sales Tax.
- Summary of total cost for project, start to finish.

The Proposal shall also include an explanation of the company's billing procedure.

### **3.4 Objectives**

The main objective of this work is to have a third party provide accurate and quality information in regards to Road Management. The plan will be a useful tool when updating the Municipality's Asset Management Plan and completing our annual Five-Year Capital Forecasting exercise.

The Road Needs study shall be a comprehensive review of all aspects of the Road Network.

### 3.5 Deliverables

The Municipality requires the project to be complete by the end of day **October 16<sup>th</sup>, 2025**.

The following is a summary of deliverables required but not limited to for the proposed works:

- Consult and meet with Municipal staff to identify background information and initiate project,
- Collect and review background information including but not limited to; previous reports, summer-maintained road information, forced road locations,
- Complete Inspection of Road Network with the Public Works Manager or designate.
- Road Inspections shall include but are not limited to the following:
  - Surface Type
  - Road Section Type
  - Environment
  - Drainage
  - Function Class
  - Design Class
  - Ride Condition Rating,
  - Pavement Condition Index,
  - Requirements of Regulatory and Warning Signs
  - Surface Width measurements
  - Shoulder Width measurements
  - Geometric Deficiencies
  - Recommended Improvement type(s) & timing
- Roadside safety device inspections shall include but are not limited to the following:
- Data collection of existing traffic barrier (location, length, deficiencies, photo)
- Recommended improvements for all roadside safety devices.
- Compile historic information along with new information within a digital database.
- Indicate the road classification as per the Minimum Maintenance Standards of Ontario 239/02

- 10-year plan for all road improvements for four scenarios: Do nothing, Existing budget, maintain existing PCI, improved PCI for all roads
- 10-year maintenance plan for ditching, brushing, etc. for all roads
- Indicate fiscal gaps within existing budget.
- Present 1<sup>st</sup> draft report to Council, receiving feedback on budgetary figures, priority road work etc.
- Finalize report including recommendations from Council and Staff.
- Final submission shall include the following:
  - Provide a Shape File (.shp) of the newly acquired information,
  - Provide a 10-year plan to Staff using a “live” excel database. (When one component is changed ie. treatment type or length estimated cost changes)
  - Provide 3 hard copies of the final report
  - Provide 1 electronic copy of the final report
  - Provide all pictures, databases, field notes etc.
  - Presentation of the final report to Council

#### **Additional Consideration Based on Pricing:**

1. **Traffic Data Collection:** Collect traffic data across the entire road network using Automatic Traffic Recorder (ATR) methodology. This should include the determination of Average Daily Traffic (ADT) and the percentage of heavy truck traffic, with a minimum 24-hour count per location. Road maps are available via the Haliburton Community GIS portal to view roads within the Municipality of Highlands East <https://gis.haliburtoncounty.ca/HCWEB/Community/>
2. **Signage Inventory:** Conduct a comprehensive inventory of regulatory and warning signage, including:
  - Sign type
  - Location (GPS coordinates)
  - Photograph
  - Physical condition
  - Post type
  - Retro-reflectivity

### **3.6 Site Visit**

Site visits are not mandatory; however, it is recommended that the Proponent book a time with the Public Works Manager at [perrykelly@highlandseast.ca](mailto:perrykelly@highlandseast.ca) to review the proposed works.

### **3.7 General Instructions**

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

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

You are not able to provide the item as specified - indicate **NO** in the Proponent'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 Proponent's Compliance 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 Proponent's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

## 4 Mandatory Appendices

### 4.1 Appendix A – Detailed Criteria

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

All Proponents are required to successfully meet the mandatory requirements described in the following table and **supply, with their submission**, proof of meeting these requirements to be used for evaluation purposes as per Section 2.6.1, Stage 1 of the Proposal document.

Specification		Mandatory/Optional /Preferred	Proponent's Compliance (must be included in submission)
1.	WSIB Account # provided: _____	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	Two (2) hardcopies and One (1) electronic copy of the completed Proposal document submitted as per Section 1.1	Mandatory	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, or proof  
Name of company  
of exemption of coverage, and Insurance certificate(s) in accordance with this proposal document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 4.2 Appendix “B” - Accessibility Regulations for Contracted Services

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

In accordance with *Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6*, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality of Highlands East must meet the requirements of Ontario Regulation 429/07 with regard to training.

### **Accessibility Training:**

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service \(ASCS\)](#) and the [Integrated Accessibility Standards Regulation \(IASR\)](#) requires all contractors and their employees who provide goods, services or facilities on behalf of the Municipality to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

The online [Serve-Ability](http://curriculum.org/sae-en/) (<http://curriculum.org/sae-en/>) e-course includes the Province’s ACSC and IASR training. It is easily available to contractors for free.

### **Training Records:**

Contractors 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. Contractors are required to make this information available to the Municipality and/or the Province upon request.

**Accessible Procurement:**

Under the General Requirement of the IASR, the Municipality 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.

More information on these subjects can be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website—link provided below:

(<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

**Acknowledgement**

I \_\_\_\_\_, confirm that I have read, understand and meet the requirements outlined in Appendix B - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Municipality if requested.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### 4.3 Appendix “C” - Health & Safety Declaration Form

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

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

Failure to comply with Safety Regulations, as set out above and in section 1.15 of the RFP document, may result in the immediate cancellation of this contract.

I acknowledge that I understand my responsibilities under the *Occupational Health & Safety Act, R.S.O. 1990*, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations.

---

Date

---

Proponent (please print)

---

Signature (Authorized Agent)

---

Company Name

#### 4.4 Appendix "D" - Declaration & Addenda Form

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

<b>For the provision of:</b>	<b>RFP-06-2025 Consulting Engineering Services for a Comprehensive Roads Needs Study</b>			
<b>As proposed by:</b>	_____			
	Firm Name			
	_____			
	Mailing Address	City	Prov.	Postal Code

<b>To:</b>	Municipality of Highlands East 2249 Loop Road, Box 295 Wilberforce, ON K0L 3C0
------------	--

##### **The Proponent Declares:**

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made.
2. No member of Council, no officer or employee of the Municipality 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 Proposal submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal submission for the same and is in all respects without collusion or fraud.
4. By signing this submission, I confirm I have read and understood the content and requirements of this Proposal document.

##### **ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addenda:

<b>ADDENDUM #</b>	<b>DATE RECEIVED</b>
<input type="checkbox"/> Check here if NO Addenda received	<input type="checkbox"/> Check here if website <a href="http://www.highlandseast.ca">www.highlandseast.ca</a> was checked for Addenda

##### **LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED**

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

\_\_\_\_\_  
PRINT NAME OF WITNESS

\_\_\_\_\_  
PRINT NAME OF PROPONENT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF PROPONENT

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 name.

## 4.5 Appendix "E" - Evaluation Matrix

Selection Criteria																
Select appropriate "Weighting Factor" for each criteria																
Incomplete	Marginal				Fair		Good				Excellent			Municipality of Highlands East		
0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	Reviewer's initials		avg	Total (Points x avg)		
<b>1</b>	<b>Quality and Experience of Design Team</b>										<b>18</b>					
	Project Manager known by Staff for ability to perform work										2				0	
	Does team have relevant project work experience and resumes detail related experience for each team member?										5				0	
	Are roles clearly defined for all team members?										5				0	
	Does consultant demonstrate understanding what the project must accomplish?										6				0	
<b>2</b>	<b>Past Experience on Other Municipal Projects (References and In-House Experience)</b>										<b>38</b>					
	Has consultant handled other jobs of similar size and nature?										10				0	
	How have previous experiences been with this consultant?										5				0	
	Does consultant complete work on budget?										4				0	
	Does the consultant produce expected results?										4				0	
	Demonstrates attention and effort to adhere to schedules										5				0	
	Consultant demonstrates commitment to liaise with Town										5				0	
	Consultant has sufficient back up staff to deal with complex issues or staffing issues and time crunches?										5				0	
<b>3</b>	<b>Availability, Key Personnel and Staff Size</b>										<b>13</b>					
	Demonstrates commitment of staff to project										4				0	
	Number and expertise of staff is appropriate for project										5				0	
	Sub-consultants listed included description of work they will perform										2				0	
	Sub-consultants resumes detailing specific related experience										2				0	
<b>4</b>	<b>Proposal Presentation</b>										<b>25</b>					
	Is the proposal complete?										6				0	
	Is the proposal clear and concise?										5				0	
	Is the proposal tight or does it open up claims for extra fees?										6				0	
	Does the consultant's abilities match the quality of the proposal?										8				0	
<b>5</b>	<b>Schedule of Work</b>										<b>21</b>					
	Is the schedule clearly defined?										6				0	
	Is the schedule appropriate?										5				0	
	Has the consultant allowed to liaise with outside agencies, utilities or sub-consultants?										5				0	
	Has the consultant allowed for sufficient meetings with Town Staff?										5				0	
<b>6</b>	<b>Work Plan</b>										<b>45</b>					
	Is the work plan clearly defined?										7				0	
	Is the work level appropriate to the design?										10				0	
	Are there any unique approaches identified in completion of the work?										10				0	
	Does the work plan cover all work mentioned in the Request for Proposal?										10				0	
	Are outcomes, results and benefits mentioned, and how the objectives will be achieved?										8				0	
	<b>Total Points Awarded</b>										<b>160</b>				0	

#### 4.6 APPENDIX “F” - Guarantee of Performance/Cancellation of Contract

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

##### Long Term Contracts:

It is agreed by the Parties to the Contract that if the Successful Proponent should neglect to execute the service(s) properly or fail to perform any provision of this Award, the Municipality, after **three (3)** business days written notice to the Successful Proponent, may deduct any amount under this paragraph from any monies that may be due or payable to the Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The Municipality shall provide written notice of termination.

##### Acknowledgement

I \_\_\_\_\_, confirm that I have read, understand and agree to the requirements outlined in Appendix F – Guarantee of Performance/Cancellation of Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 4.7 APPENDIX “G” - Agreement Acknowledgement

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

In the event that the Municipality of Highlands East wishes to enter into a Contract Agreement with the Successful Proponent for the provision of Consultant Engineering Services for a Comprehensive Roads Needs Study, upon final approval from Council.

The following Proposal document items will form part of the agreement document:

Contract Term, Proposal document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G.

The Successful Proponent hereby acknowledges, by signing below, that any information included in the Proposal submission, including the Proposal document, Form of Proposal, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Municipality encourages the use of business/professional information only in all Proposal submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Contract Agreement is not required and your Proposal is accepted by Council and confirmed by a municipal letter the Proposal and the acceptance by Council shall constitute a binding contract between the Proponent and the Municipality, and the successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Proposal.

### **Acknowledgement**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### 4.8 APPENDIX “H” – Traffic Count Road Names

- |                            |                         |
|----------------------------|-------------------------|
| 1) Abrams Road             | 48) Upper Paudash Road  |
| 2) Alsop Road              | 49) Ursa Road           |
| 3) Billings Lake Road      | 50) West Eels Lake Road |
| 4) Cedar Lake Road         |                         |
| 5) Clark Road              |                         |
| 6) Clement Lake Road       |                         |
| 7) Contau Lake Road        |                         |
| 8) Dark Lake Road          |                         |
| 9) Dyno Road               |                         |
| 10) Earles Road            |                         |
| 11) Eureka Road            |                         |
| 12) Fallowfield Road       |                         |
| 13) Farr Road              |                         |
| 14) Ferguson Bay Road      |                         |
| 15) Finn Point Road        |                         |
| 16) Fortesque Lake Road    |                         |
| 17) Glamour Lake Road      |                         |
| 18) Grace River Road       |                         |
| 19) Hadlington Road        |                         |
| 20) Harcourt Road          |                         |
| 21) Holmes Road            |                         |
| 22) Homestead Road         |                         |
| 23) Houston Road           |                         |
| 24) Jeffrey Road           |                         |
| 25) Lake Lorraine Road     |                         |
| 26) Lakeshore Road         |                         |
| 27) Lee’s Road             |                         |
| 28) Lewis Road             |                         |
| 29) Madill Road            |                         |
| 30) Magnificent Road       |                         |
| 31) Malcom Road            |                         |
| 32) McColls Road           |                         |
| 33) Minnicock Lake Road    |                         |
| 34) Monrock Lake Road      |                         |
| 35) Mumford Road           |                         |
| 36) Ojibway Road           |                         |
| 37) Paynes Road            |                         |
| 38) Pioneer Road           |                         |
| 39) Rowley Road            |                         |
| 40) Ruthven Road           |                         |
| 41) Salerno Lake Road      |                         |
| 42) Schofield Road         |                         |
| 43) South Wilberforce Road |                         |
| 44) Sucie Road             |                         |
| 45) Tall Pine Road         |                         |
| 46) Tamarack Lake Road     |                         |
| 47) Telephone Bay Road     |                         |