



Parks & Recreation Department

Request For Tender – Contract No. RFT-02-2026

Lloyd Watson Memorial Centre Roof Repair and/or Replacement on North and South Side

Question and clarification deadline: **2:00 PM on April 22, 2026**

Tenders must be signed, sealed, and clearly marked with the project and Tender No. The Tender must be received by the Municipality of Highlands East by **1:00 PM on May 6, 2026**

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

All purchases made by the Corporation of the Municipality of Highlands East are made in accordance with our Procurement Policy as approved by By-law # 2020-68, which covers the acquisition of all goods and services.

Table of Contents

Part 1: Purpose of Procurement.....	4
1.1 Scope of Work.....	4
Part 3: Instructions for Proponents.....	7
3.1 Interpretation	7
3.2 Completion of the Tender Document	7
3.3 Mandatory Submission Requirements	8
3.4 Alteration or Withdrawal of Tenders.....	8
3.5 Unbalanced Tenders and Discrepancies	9
3.6 Inquires & RFT Contact	9
3.7 Contract Award Procedures.....	9
3.8 Pre-Conditions of Award & Insurance Requirements	10
3.9 Payment Terms.....	10
Part 4: Submission Evaluation	10
4.1 Evaluation Matrix	10
4.2 Stages of Evaluation	11
4.3 Finalization of Contract with the Successful Proponent.....	12
Part 5: Terms and Conditions	12
5.1 Contract & Agreement	12
5.2 Acceptance of Tender.....	12
5.3 Award.....	12
5.4 Taxes	13
5.5 Conflict of Interest	13
5.6 Disqualification for Conflict of Interest.....	14
5.7 Proponent Questions	14
5.8 Response to Questions.....	14
5.9 Addenda.....	15
5.10 Clarification of Tender.....	15
5.11 Verification of Information	15
5.12 Insurance	16
5.13 Indemnification.....	17
5.14 Proponent’s Experience, Ability, Capital, and Plant.....	17
5.15 Supplier Discharge of Liability.....	17

5.16	Change in Government Taxes	17
5.17	Municipal Freedom of Information and Protection of Privacy Act	18
5.18	Ontario/Canadian Laws	18
5.19	Personal Information	18
5.20	Debriefing.....	19
5.21	Accessibility.....	19
Part 6:	Declaration	21
Part 7	Contract Template	23
Appendix A –	Pricing	25

RFT 02-2026

Part 1: Purpose of Procurement

1.1 Scope of Work

The Municipality of Highlands East (the “Municipality”) is seeking to acquire the supply and delivery of:

Lloyd Watson Memorial Centre Roof Repair and/or Replacement on North and South Side

to the Municipality of Highlands East located at 2249 Loop Road, Wilberforce, Ontario K0L 3C0.

Tenders will, in part be evaluated based on the ability to meet the requirements set out in **Appendix A**.

Tenders on the prescribed Tender Form and sealed in an envelope clearly marked “**RFT-02-2026 Lloyd Watson Memorial Centre Roof Repair**” are to be received no later than **1:00 PM on May 6, 2026** at the main office located at:

Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON K0L 3C0
Attn: Brittany McCaw, CAO/Treasurer

Work to be completed as follows and the pricing will be in accordance with the items below:

1. Repair/install a flat roof on the north side measuring 1,540 ft².
2. Repair/install a flat roof on the south side measuring 1,150 ft².
3. Thermoplastic polyolefin material to be used for the flat roof.
4. Properly seal all roof penetrations to prevent future leaks.
5. Work to start mid-May 2026 and be completed by June 12, 2026

Alternative repair or replacement options will be considered by the owner within this RFT and bidding process.

Please contact below:
Jim Alden – Property Supervisor
jalden@highlandseast.ca
or 705-455-7515 to discuss

Lloyd Watson Memorial Centre Roof Repair and/or Replacement on North and South Side

Supplier Information

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

Supplier Mailing Address

Email

Phone Number

Cell Number

Name and Position of Person Signing for Firm

HST Registration No.

WSIB Account No.

Signature

Date

Part 2: Definitions

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

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

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

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

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

Contract Administrator: Representative of the Owner responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Tender process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Tenders based on multiple pre-defined evaluation criteria.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of the tender where the Evaluation Committee has agreed by consensus.

Municipality: means the Municipality of Highlands East.

Tender(s): means all the documentation and information submitted by a Proponent in response to the tender.

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

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

Successful Proponent: means a Proponent whose Tender meets the prescribed requirements and has the Highest Total Score in accordance with the evaluation process.

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

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

Total Tender Price: Total bid price, excluding HST that will be evaluated as the financial component.

Part 3: Instructions for Proponents

3.1 Interpretation

In this document “**Tender Documents**” shall include the Tender Terms and Conditions, Tender Pricing, All Addenda, and any other documents listed in the Tender.

- The **Municipality of Highlands East** may hereinafter be referred to as the **Owner**.
- An individual or company submitting a bid for this Tender may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Supplier**.

The following terminology applies in the RFT:

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

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

3.2 Completion of the Tender Document

Proponents are cautioned that the timing of their submission is based on when the Tender is received by the Municipality, not when a Tender is submitted by a Proponent.

The Municipality recommends that Proponents allow sufficient time to submit their tenders and to resolve any issues that may arise. The closing date and time shall be determined by the Municipality’s clock.

Tenders on the prescribed Tender Form and sealed in an envelope clearly marked “**RFT-02-2026: Lloyd Watson Memorial Centre Roof Repair**” are to be received no later than **1:00 PM on May 6, 2026** at the main office located at:

Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON K0L 3C0
Attn: Brittany McCaw, CAO/Treasurer

Tenders will be opened, read, and recorded by the Municipality’s Opening Committee immediately following.

All entries in the Tender shall be in English, clear, and legible. All items should be Bid according to any instructions in the Tender documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

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

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

3.3 Mandatory Submission Requirements

- Supplier Information
- Declaration
- All Addenda submitted and acknowledged by with Proponent’s signature.
- Appendix A
- Warranties

3.4 Alteration or Withdrawal of Tenders

An alternate Tender submitted at any time up to the Submission Deadline shall supersede and invalidate all Tenders previously submitted by the Proponent for this RFT.

Proponents may withdraw a submitted Tender at any time until the Submission Deadline. To withdraw a Tender prior to the Submission Deadline, notify the Owner of a submission withdrawal by submitting a letter bearing the Proponent’s signature to the office of the Finance Department and to the attention of the Contract.

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

3.5 Unbalanced Tenders and Discrepancies

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

Wherever the amount bid for an item does not agree with the extension of the Tender quantity then the bid unit price shall govern. The corrected total Tender amount for a payment item will use the respective unit price.

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

3.6 Inquires & RFT Contact

Any questions related to this RFT must be directed to:

Jim Alden – Property Supervisor
705-455-7515 or jalden@highlandseast.ca

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

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

Should a Proponent find discrepancies in, or omissions from the Documents, the Proponent shall immediately notify the RFT Contact who may send a written instruction to all Proponents by way of Addenda.

3.7 Contract Award Procedures

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

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

Notice of acceptance of the Tender will be by email.

3.8 Pre-Conditions of Award & Insurance Requirements

The successful Proponent shall deliver by email, by hand or by mail within seven (7) calendar days of receiving written notice, the following documents to the RFT Contact.

- A certified copy of the firms **Commercial General Liability** insurance. Coverage shall be at least **five million dollars (\$5,000,000.00)** per incident with the Municipality of Highlands East named as an additional insured.
- **Automobile Liability** insurance including all vehicles and commercial trailers owned and/or leased by the Supplier for an amount no less than **five million dollars (\$5,000,000.00)** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.
- A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.

3.9 Payment Terms

Prices shall be in Canadian Funds, quoted for item stipulated, F.O.B. the point specified therein. All prices provided shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall be specified as indicated on **Appendix A** and shall not include HST. Payment will be made in response to receiving the finished product and invoice within thirty (30) days of acceptance of the completed product. Acceptance includes that all inspections are to the satisfaction of the Owner. specifications are met and function as in intended.

Invoices for the **Municipality of Highlands East** shall be sent to:
payments@highlandseast.ca

No provision for progress payments shall be made.

Part 4: Submission Evaluation

4.1 Evaluation Matrix

The proponent shall submit the following completed documents, **Proponent Information, All Addenda, Declaration, Agreement, Appendix A, and Warranties**. The following submission requirements shall be subject to a weighted points system of qualification, the maximum allotted points for each category are as shown below:

- 45 – Meets requirements reflective of the specifications outlined
- 30 – Pricing in Appendix A
- 10 – Quality assurance and warranty
- 5 – Value Added (Extended warranty)

The proponent shall submit a complete list of specifications.

A final price will be showing total price from Appendix A.

The proponent shall state the schedule to be followed, and the earliest delivery date to be agreed to.

The Proponent shall state the manufacturer’s warranty for all the major units as listed above and if successful, provide all warranty documentation upon completion of contract.

Value Added: The Proponent may also submit details of an option for extended warranty. This will be over and above the total price of the complete vehicle and shall be kept separate from the total price and will not be considered in the “Pricing” portion of the points system.

If any of the above information is missing from the Tender, the Tender may be rejected.

4.2 Stages of Evaluation

The Owner will conduct the evaluation of Tenders in three (3) stages as follows:

Stage 1 – Required documents (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Tender complies with all the mandatory requirements, Proponent Information, Declaration, Agreement, Appendix A, and Warranties.

Tenders that do not comply with the mandatory requirements shall be disqualified and not be evaluated further.

Stage 2 – Tender Merits (70 Points)

Stage 2 will consist of a scoring by the Owner of each qualified Tender on the basis of the detailed criteria as displayed in the submitted Tender. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFT:

Criteria	Points
Meets requirements reflective of the specifications outlined in Appendix A	45
Schedule in Appendix C	10
Quality assurance and warranty	10
Extended warranty	5

Key Rating %	Characteristics	Definition
0%	Unacceptable	Does not meet any requirements
25%	Fair	Does meet some requirements
50%	Average	Does meet basic requirements
75%	Good	Does meet most requirements
100%	Excellent	Does meet all requirements

Example: If a criteria Schedule is evaluated as Good the rating will be 75% and 10 points are allocated then the score for the criteria will be $0.75 \times 10 = 7.5$ points.

Stage 3 – Pricing (30 Points)

Stage 3 will consist of a scoring of the pricing submitted in Appendix B. Each Proponent will receive a percentage of the total possible 30 points allocated to price by dividing the Proponent's price into the lowest Tender price.

Example: If the lowest Tender price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 30 points. A Proponent whose Tender price is \$200 will receive ($150/200 = 75\%$), or 22.5 points.

The Proponent that achieves the highest total score from Stage 2 and 3 will be ranked first. In the event of a tie the total score, the Proponent with the lowest cost will be ranked first overall.

4.3 Finalization of Contract with the Successful Proponent

The Successful Proponent shall be invited to enter into a Contract in accordance with this RFT following approval. The Successful Proponent will be notified in writing and shall be expected to execute the Contract with the Owner within ten (10) days of receiving notification. Failure to do so may result in the disqualification of the Proponent and the selection of another Proponent or the cancellation of the RFT.

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score, if any, will be invited to sign a comprehensive Contract (the "**Contract**") setting out the terms and conditions that will apply to the work.

The Agreement set out in this Tender is the form that the Municipality intends to use as the basis for the final Contract with the Successful Proponent. The signed and submitted Tender documents form the Agreement.

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

5.2 Acceptance of Tender

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

5.3 Award

Award will be based on the Proponent with the Highest Total Score that has met all the mandatory requirements as detailed in Mandatory Submission Requirements of this RFT.

The Owner reserves the right to not award to the Proponent with the Highest Total Score if it is determined that the cost of completing the work exceeds budgetary constraints.

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

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

The Proponent will receive a notice of Award by email. That notice constitutes the Owner acceptance of the Successful Proponents Bid. The Contracts between the Owner and the Successful Proponent shall be executed within 10 days of the Successful Proponent receiving notice of Award.

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

- Only one Bid has been received as the result of a request for Tender.
- The lowest responsive and responsible Bid exceeds the available project budget for the supplies or services.
- A change in the scope of work or specifications is required.

5.4 Taxes

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices bid shall include applicable customs, duty, freight, insurance, and all other charges of every kind attributable to the work.

5.5 Conflict of Interest

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

in relation to the RFT process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to

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

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

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

5.6 Disqualification for Conflict of Interest

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

5.7 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the Tender:

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

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

Requests for clarification and questions must be submitted prior to **2:00 PM on April 22, 2026** the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

5.8 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the

question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Proponents.
- Where an answer results in any change to the RFT, such answer may be formally documented through the issue of a separate addendum reflecting that change.

5.9 Addenda

The Owner will only amend or supplement the Tender by issuing an addendum. Any amendment or supplement to the Tender made in any other manner will not apply to the RFT.

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

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

- Make any required adjustments to their Tender; and
- Acknowledge the addenda by submitting a signed copy of each addendum issued with their Tender submission.

5.10 Clarification of Tender

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

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

5.11 Verification of Information

The Owner may:

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

5.12 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000.00) dollars** per occurrence, including the Municipality of Highlands East as an additional insured. This coverage applies to:

- Third party bodily injury;
- Property damage;
- Products and completed operations;
- Contractual liability;
- Personal injury;
- Municipality and Supplier's protective coverage;
- Non-owned automobile; and

Contain a cross liability and severability of interest clause.

The following will apply:

Prior to commencing any work with the Owner, the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Pre-Conditions of Award & Insurance Requirements section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponents and/or sub-contractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall remain in effect for the duration of the contract.

The Proponent and each of its sub-contractor shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Owner(s).

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

5.13 Indemnification

The Supplier shall indemnify and hold harmless the Owner, its officers, council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits, or proceedings whatsoever which may be brought against or made upon The Municipality of Highlands East, and against all loss, liability, judgments, claims, suits, demands, or expenses which the Owner may sustain, suffer, or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill, diligence, or omissions in the performance of any work required hereunder to be performed or rendered by the Supplier, its agents, officials, or employees.

5.14 Proponent's Experience, Ability, Capital, and Plant

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

Upon acceptance of the Tender by the Owner, the Supplier shall not substitute other Sub-contractors in place of those named in the Tender without written approval from the Owner.

5.15 Supplier Discharge of Liability

The Supplier shall discharge and cause each sub-contractor to discharge all liabilities incurred, for labour, materials, or services, used or reasonably required for use in the performance of this contract on the date upon which each becomes due.

The Owner may in respect of claims submitted by creditors having a contractual relationship with the Supplier, and after providing written notice to the Supplier and their surety, withhold any payment otherwise entitled under this contract. Interest will not apply to any such funds withheld.

5.16 Change in Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Tender closing date for this contract, and this change could not have been anticipated at the

time of bidding, the Owner will increase or decrease the contract payment to account for the exact amount of tax change involved.

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

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

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

5.17 Municipal Freedom of Information and Protection of Privacy Act

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

A Proponent should identify any information in its Tender that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Tender should be identified.

5.18 Ontario/Canadian Laws

The RFT and the Proponents Tender will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.19 Personal Information

Personal Information shall be treated as follows:

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

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit

of this procurement process; and (iv) in the case of the Supplier, for Contract management purposes.

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

5.20 Debriefing

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

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

Once a Bid Protest has been received, the Finance Department shall review the matter and consult with legal counsel when appropriate. The Finance Department is to complete the review in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

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

In all cases:

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

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

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

5.21 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines** (<https://www.w3.org/TR/WCAG20/>) 2.0 Level AA. To ensure that these guidelines are met, the Owner shall request the Supplier provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public

or staff or where a lack of accessibility would have direct impact on the success of an Owner(s) project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

Part 6: Declaration

Name of Firm or Individual

Proponent's Mailing Address

Email

Phone Number

To the Members of Council

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

I/We have read and acknowledge **Section 5.5 Conflict of Interest and 5.6 Disqualification for Conflict of Interest** and declare that no Conflict of Interest exists.

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

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

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

I/We further declare that I/We have carefully examined the scope of the proposed works, and having read, understood and accepted the terms of the Tender documents, All Addenda, Appendix A, the Contract Agreement attached hereto and any other documents referred to in the RFT, and hereby offer to furnish all machinery, tools, labour, apparatus, plans and other means of construction; all materials, except as otherwise stated in the contract; including in every case freight, duty, exchange and harmonized sales tax in effect on the date of the acceptance of the Tender, and to complete the work for the sums calculated in accordance with the prices set forth in Appendix B, on a date specified in Appendix C.

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

I/We agree that the awarding of the Contract based on the submitted Tender to the Council of the Owner shall be an acceptance of the Tender.

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

Dated at _____ this ____ day of _____, 20__.

Witness

Signature of Proponent

Part 7 Contract Template

Municipality of Highlands East

For

Lloyd Watson Memorial Centre Roof Repair and/or Replacement on North and South Side

Contract

This Contract made in duplicate this ____ day of _____, 20____.
by and between

Hereinafter called the "Supplier."

And

Hereinafter called the "Owner."

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the RFT for this item, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Owner, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the specifications and Tender therefore, which are identified and acknowledged in the RFT documents, All Addenda, Appendix A, Appendix B, Appendix C, the Contract Agreement attached hereto and any other documents referred to in the RFT which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Supplier further agrees that they will deliver the whole of the work completed in accordance with the agreement on or before the date specified in Appendix C.

The Scope of the Work that will comprise this Contract is as submitted in the Supplier's Tender and includes the following major items which are further defined in Appendix A of the Tender and any accepted changes or specifics made by the Tender documents.

In consideration whereof, the Owner agrees to pay to the Supplier for the total cost of the item, the stipulated sum or sums submitted in the Tender.

This agreement shall ensure to the benefit of and be binding upon the heirs, executors' administrators, and assigns of the Supplier and on the heirs and successors of the Owner.

In witness thereof, the Supplier and the Owner have hereunto signed their names on the day first above written, attested by the signature of their proper officers, as the case may be.

Signed by the Supplier

In the Presence of

Name of Suppliers Witness (Please Print)

Signing Authority for Supplier (Please Print)

Signature of Suppliers Witness

Signature of Supplier Signing Authority

Mayor of Highlands East
(Please Print)

Highlands East CAO/Treasurer
(Please Print)

Mayor of Highlands East – Signature

CAO/Treasurer – Signature

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

Appendix A – Pricing

Item	Quantities	Price (excluding HST)	Cost
Total Materials			
Total Labour			
		HST	
		Total Tender Price	