



**Request for Tender  
For the provision of  
Supply & Application of Surface Treatment**

<b>Tender Information</b>	<b>No. T-08-2019</b>
<b>Issue Date:</b>	April 10 <sup>th</sup> , 2019
<b>Site Visit:</b>	Optional, by appointment
<b>Closing Date:</b>	April 26 <sup>th</sup> , 2019 @ 1:00 p.m., local time
<b>Opening Date:</b>	April 26 <sup>th</sup> , 2019 @ 1:05 p.m., local time
<b>Address:</b>	Municipality of Highlands East 2249 Loop Road, Box 295 Wilberforce, ON K0L 3C0
<b>Attention:</b>	Shannon Hunter, CAO/Treasurer
<b>Last Day for Inquiries:</b>	April 18 <sup>th</sup> , 2019
<b>Bidder Information</b>	
<b>Name/Company:</b>	_____
<b>Address:</b>	_____

**LATE TENDERS WILL NOT BE ACCEPTED.**

**THE LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED.**

# Contents

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1.0	General Conditions.....	4
1.1	Definitions .....	4
1.2	Tender Handling .....	4
1.3	Tender Submission Mandatory Requirements.....	4
1.4	Tender Closing.....	5
1.5	Tender Opening.....	5
1.6	Withdrawal or Alteration of Tenders .....	5
1.7	Examination of Tender Documents .....	6
1.8	Omissions, Discrepancies and Interpretations.....	6
1.9	Addenda .....	6
1.10	Acceptance or Rejection of Tender .....	7
1.11	Tender Award Procedures .....	7
1.12	Indemnification.....	8
1.13	Ability and Experience of Bidder.....	8
1.14	Variation of Quantities.....	8
1.15	Occupational Health & Safety.....	8
1.16	Workplace Safety Insurance Board (WSIB).....	10
1.17	Insurance Requirements .....	11
1.18	Limited Liabilities.....	12
1.19	Bidder Expense.....	12
1.20	Protection of Work & Property.....	13
1.21	Regulation Compliance and Legislation.....	13
1.22	Workplace Violence and Harassment .....	13
1.23	Code of Conduct.....	13
1.24	Smoke Free Workplace .....	13
1.25	Accessibility .....	14
1.26	Agreement .....	14
1.27	Assignment of Contract.....	14
1.28	Cancellation of Contract.....	15
1.29	Conflict of Interest .....	15
1.30	Bankruptcy.....	15
1.31	Governing Laws .....	15
1.32	Freedom of Information.....	15
1.33	Guarantee of Performance.....	16
1.34	Liquidated Damages .....	16
1.35	Tender Package Submissions Information Release to Other Bidders.....	17
2.0	Specific Conditions .....	18
2.1	Award .....	18
2.2	Multiple Submissions.....	18
2.3	Delivery & Execution of Work.....	18
2.4	Pre-Start Meeting .....	18
2.5	Manufacturer's Specifications.....	18
2.6	Warranty.....	18
2.7	Equivalent.....	18
2.8	Bonding .....	19
2.9	Harmonized Sales Tax (HST).....	19
2.10	Terms of Payment .....	19
2.11	Settlement of Disputes .....	20
2.12	Tender Selection .....	20

2.12.1	Evaluation Stages and Total Evaluation Points Available	20
2.12.2	Total Evaluation Points Available	21
2.13	Inquiries	22
2.14	Future Retainment	22
2.15	Cooperative Purchasing	22
3.0	Tender Specifications	23
3.1	Overview	23
3.2	Scope of Work	23
3.3	Bidder Experience	23
3.4	Bidder Responsibilities	23
3.5	Pricing Requirements	23
3.5.1	Provisional Items & Change Work Orders	23
3.6	Site Visit	23
3.7	Spills Reporting	24
3.8	Protection of Public and Traffic	24
3.9	General Instructions	24
Appendix A		25
	Submission Requirements	25
Appendix B		26
	Experience, References & Contingencies	26
Appendix C		28
	Suppliers & Subcontractors	28
Appendix D		29
	Bidder Information	29
Appendix E		30
	Declaration Form	30
Appendix F		31
	Accessibility Regulations Acknowledgement	31
Appendix G		33
	Health & Safety Declaration Form	33
Appendix H		34
	Smoke Free Ontario Act Contractor Acknowledgement Form	34
Appendix I		35
	Form of Tender	35
Appendix J		36
	Special Provisions	36
Appendix K		38
	Guarantee of Performance/Cancellation of Contract	38
Appendix L		39
	Agreement Acknowledgement	39
Appendix M	Delivery Notice	40

# 1.0 General Conditions

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## 1.1 Definitions

“**Bidder**” Refers to any eligible entity providing a Tender.

“**Contractor**” Refers to the Successful Bidder.

“**Contract Administrator**” Refers to the Roads Superintendent or designate

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

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

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

“**OPSS**” Refers to the Ontario Provincial Standard Specification.

“**OPSD**” Refers to the Ontario Provincial Standard Drawing.

## 1.2 Tender Handling

The handling of the Tender document(s) will be in accordance with the Municipality of Highlands East Policy No. 2016-21 governing the procurements of goods and services, and this Tender document.

## 1.3 Tender Submission Mandatory Requirements

All Tenders must be completed in hard copy and submissions must include all Appendices attached to the RFT 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 tendered according to instructions contained within the Tender Documents.

- Appendix A - Submission Requirements
- Appendix B - Experience, References & Contingencies
- Appendix C - Suppliers & Subcontractors
- Appendix D - Bidder Information
- Appendix E - Declaration Form
- Appendix F - Accessibility Regulations Acknowledgement
- Appendix G - Health & Safety Declaration Form
- Appendix H - Smoke Free Ontario Act Contractor Acknowledgement Form
- Appendix I - Form of Tender
- Appendix J - Special Provisions
- Appendix K - Guarantee of Performance/Cancellation of Contract
- Appendix L - Agreement Acknowledgement
- Appendix M - Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix M - Delivery Notice, completed and affixed to the outside. Tenders can be submitted by mail, placed in the municipal drop box located at the Main Office, hand delivered to the front counter of the Main Office or electronically as specified in the Tender Document.

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 Tender.

It is the responsibility of the Bidder 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.

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

## **1.4 Tender Closing**

Tenders must be received by the Municipality of Highlands East on/before **1:00 p.m. local time on April 26<sup>th</sup>, 2019.**

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

A Tender received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Tender Package submission and due before the amended closing date and time. Call 705-448-2981 Ext. 430 for information in the event of a suspension of service for any additional information.

## **1.5 Tender Opening**

A public opening will be held in the Municipal Office boardroom located at 2249 Loop Road in Wilberforce on **April 26<sup>th</sup>, 2019 at 1:05 p.m.**

## **1.6 Withdrawal or Alteration of Tenders**

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

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the

Tender box. The Bidder'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.

Tenders withdrawn under this procedure cannot be reinstated.

## **1.7 Examination of Tender Documents**

Each Bidder must satisfy himself/herself by a personal study of the Tender 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 Tenders, that there is a misunderstanding with respect to the conditions imposed by this request for Tender.

Price bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the Tender. No extra work will be entertained without prior Municipal approval. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

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

Should a Bidder find omissions from or discrepancies in any of the Tender Documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder 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 Tender Documents.

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

## **1.9 Addenda**

If required by the Municipality, addenda will be distributed to all Bidders registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Municipality of any changes to their contact information.

**If the Tender was acquired via the Municipal website it is the Bidder's responsibility to check the Municipal website at [www.highlandseast.ca](http://www.highlandseast.ca) for addenda. It is any and all Bidders ultimate responsibility to ensure all addenda have been received.**

All Bidders should check the Municipal website or contact the Municipality directly as per section 2.13 – Inquiries, prior to submitting their Tender.

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

## 1.10 Acceptance or Rejection of Tender

The Municipality reserves the right to reject any or all Tenders 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 Tender:

- a) When only one (1) Tender has been received as result of the Tender call;
- b) Where the lowest responsive and responsible Bidder substantially exceeds the estimated cost of the goods/services;
- c) When all Tenders received fail to comply with the specifications or Tender terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender 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 Bidder by reason of the acceptance or the non-acceptance by the Municipality of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.

Each Tender shall be open for acceptance by the Municipality for a period of **one hundred and twenty (120)** calendar days following the date of closing.

Where the Tender document does not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

## 1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

The Municipality will notify the Successful Bidder that their Tender has been accepted, within **one hundred and twenty (120)** calendar days of the Tender closing or within 3 business days from receiving council approval, whichever is shortest.

Notice of acceptance of Tender will be by telephone, email and/or by written notice. The Successful Bidder shall confirm acknowledgement of awarded Tender notice.

Immediately after acceptance of the Tender by the Municipality, the Successful Bidder 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 Bidder.

## **1.12 Indemnification**

The Successful Bidder 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 Bidders' 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 Bidder, its agents, officials and employees.

## **1.13 Ability and Experience of Bidder**

It is not the purpose of the Municipality of Highlands East to award this contract to any Bidder 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 Tender.

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

- The Bidder's ability and agreement to supply the goods/services.
- The Bidder's ability to work effectively with the Municipality's staff and other representatives.
- The Bidder'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 Bidder 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 Tender.

## **1.15 Occupational Health & Safety**

The Successful Bidder 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 Bidders (and sub-selected Bidders) 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 Bidders 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 Bidder 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 Bidder agrees to assume full responsibility for the enforcement of same.
- c. The selected Bidder 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 Bidder 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 Bidder 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 Bidders 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 Bidder acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Bidder or any of its sub-selected Bidders may invalidate the contract.
- h. The selected Bidder 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 Bidder or any of its sub-selected Bidders will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Bidder 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 successful selected Bidder shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Bidder shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Bidder 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 Bidders 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 Bidder 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 Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*, on Appendix A – Submission Requirements.

The Successful Bidder shall provide proof of coverage and shall maintain this coverage throughout the length of the contract as per the terms of this contract.

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

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head. Failure to meet the extension date as approved by the Municipality may result in the cancellation of the contract. Refer to Section 1.28 – Cancellation of Contract.

## **1.17 Insurance Requirements**

All Bidders will acknowledge their ability to provide proof of insurance in accordance with this tender document, identified in Appendix A – Submission Requirements.

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

### **Specific Conditions:**

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

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

All Risk Property insurance coverage for construction machinery, tools, equipment and temporary facilities used by the Successful Contractor for the performance of the work.

Automobile Liability insurance for all licensed vehicles owned, used, rented and/or leased by or on behalf of the Successful Contractor or its contractor(s) while on any business connected with the Successful Contractor's Work to a limit of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Contractor is to provide evidence that there is no exclusion for Attached Machinery. The Successful Contractor shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

### **General Conditions:**

- a) The Successful Bidder shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Municipality with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.

- d) Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Bidder shall promptly provide the Municipality with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Bidder.
- f) All policies shall apply as primary and not as excess of any insurance available to the Municipality.
- g) It is expected by the Municipality that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the contract as per the terms of this RFT document. It will be the responsibility of the Successful Bidder to provide the Municipality with any and all renewal certificates during this period.

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Contract Administrator. Failure to meet the extension date as approved by the Municipality may result in the termination of the contract.

The certificate of insurance 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 Bidder shall result in a withdrawal of the contract by the Municipality.

### **1.18 Limited Liabilities**

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

### **1.19 Bidder Expense**

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

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

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

## **1.21 Regulation Compliance and Legislation**

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

## **1.22 Workplace Violence and Harassment**

The Successful Bidder shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace.

## **1.23 Code of Conduct**

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

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

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

Every Contractor, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Municipality.

## **1.24 Smoke Free Workplace**

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

## **1.25 Accessibility**

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), 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.

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

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.

Refer to Appendix F - Accessibility Regulations Acknowledgement for information about accessibility principles and guidelines from the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the Integrated Accessibility Standards (IAS).

## **1.26 Agreement**

The Municipality reserves the right to cancel the awarding of any tender 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 L – Agreement Acknowledgement.

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

## **1.27 Assignment of Contract**

The Successful Bidder 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.

## **1.28 Cancellation of Contract**

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

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

## **1.29 Conflict of Interest**

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

The Bidder shall declare that the tender submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Municipality of Highlands East has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said tender.

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 Bidder on such basis.

## **1.30 Bankruptcy**

In the event that, during the duration of the agreement, the Bidder makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, this agreement shall immediately be terminated, and the Municipality shall be entitled to enter into an agreement with another party without the consent of the Bidder.

## **1.31 Governing Laws**

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

## **1.32 Freedom of Information**

Any personal information required on the Tender 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 Tender submission.

All written Tenders received by the Municipality become a public record once a Tender is deemed complete by the Municipality. All information contained in the Tender 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:

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 Council to carry out the responsibilities of the Act.

### **1.33 Guarantee of Performance**

The Contractor guarantees that all Work will be carried out as specified in the Tender, and that the Contractor will, at the Contractor's own expense, correct all deficiencies in a manner satisfactory to the Municipality, for which the Contractor is held responsible by the Municipality, and the decision of the Municipality in all such matters shall be final.

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

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

### **1.34 Liquidated Damages**

#### Construction Type Services:

It is agreed by the Parties to the Contract that in case all the work called for under this contract is not completed by the date specified in the executed agreement, or as extended at the discretion of the Municipality, a loss or damage will be sustained by the Municipality. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss damage which the Municipality will suffer in the event of and by any reasons of such delay and the Parties hereto agree that the Successful Bidder will pay to the Municipality, the sum of **Five Hundred dollars (\$500.00)**, as liquidated damages for each and every calendar days delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Municipality, which will accrue during the period in excess of the prescribed date for completion.

The Municipality may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Bidder on any account whatsoever. The liquidated damages



payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

The Successful Bidder 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, 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 Successful Bidder for loss of anticipated profit on the cancelled portion or portions of the work.

### **1.35 Tender Package Submissions Information Release to Other Bidders**

The number of Tenders received and the names of the Bidders are confidential and shall not be divulged prior to the public Tender opening.

## 2.0 Specific Conditions

---

### 2.1 Award

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

### 2.2 Multiple Submissions

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

### 2.3 Delivery & Execution of Work

The Successful Bidder may commence work once all necessary road construction is complete (Est. time of completion August, 2019). All work must be completed by September 15<sup>th</sup>, 2019.

Once work has commenced, the Successful Bidder shall ensure continuous operations to minimize disruption to the public and minimize damage caused by traffic to the opened road.

The Successful Bidder is responsible for any inspections and/or permits required.

The Municipality reserves the right to change the term of the contract prior to the execution of the agreement.

### 2.4 Pre-Start Meeting

Prior to commencing the work, the Successful Bidder, Roads Superintendent, or designate(s) shall meet in person or via teleconference for a Pre-Start meeting.

### 2.5 Manufacturer's Specifications

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

### 2.6 Warranty

The Tender submission shall include a brief summary covering workmanship on Appendix I – Form of Tender. Additional warranty and/or guarantee information may be included separately.

### 2.7 Equivalent

Where applicable, the Municipality has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Municipality would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion

of the Municipality is an “acceptable” alternative. The determination of the item to be an “acceptable” equivalent will be at the sole discretion of the Municipality.

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

## **2.8 Bonding**

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

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

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

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

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

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Please tender all prices “HST Extra”.

## **2.10 Terms of Payment**

Payment will be made in response to the Successful Bidder’s invoice to the Municipality. The Municipality will not pay in part or in full until the contractual/approved services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Roads Superintendent or their designate(s).

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. Invoices shall be forwarded to the attention of:

Earl Covert, Roads Superintendent  
Municipality of Highlands East  
2249 Loop Road, Box 295  
Wilberforce, ON  
K0L 3C0  
[ecovert@highlandseast.ca](mailto:ecovert@highlandseast.ca)

The Successful Bidder 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 Successful Bidder of the following documents:

- a) A release by the Successful Bidder in a form satisfactory to the Municipality, releasing the Successful Bidder 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 Successful Bidder and the Successful Bidder's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate and;
- 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.

The Successful Bidder shall be responsible for the proper performance of the work only to the extent that the design and specifications permit such performance. The Successful Bidder agrees to correct promptly at its own expense, any defects or deficiencies in the Work that may appear prior to and during the period of one year (12 months) from the date of substantial completion. The Municipality shall promptly provide the Successful Bidder with written notice of observed defects and deficiencies.

## **2.11 Settlement of Disputes**

Any dispute arising from or in connection with the execution of performance of this Contract shall be settled by the Owner and the Contractor through reasonable negotiation.

## **2.12 Tender Selection**

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

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

#### **Stage 1 – RFT Review (pass/fail)**

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

Tenders that do not comply with the mandatory requirements shall, subject to the reserved rights of the Municipality of Highlands East and the Municipality's Procurement Policy, be disqualified and not evaluated further.

#### **Stage 2 – Rated Criteria (50 points)**

Stage 2 will consist of a scoring by the Roads Superintendent of each qualified Tender on the basis of the detailed criteria as displayed in and follow up of the information provided in in Appendix B - Experience, References & Contingencies.

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

Criteria	Maximum Points
Ability & Experience of Bidder (Appendix B)	50
<b>Total Points</b>	<b>50</b>

At the end of this stage, the top 4 Bidders (where applicable) will be short-listed to move on to Stage 3.

### Stage 3 – Evaluation and Pricing (50 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix I – Form of Tender. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Only those Bidders who move forward from Stage 2 will be scored here.

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

For example, if the lowest Tender price is \$120.00, that Bidder received 100% of the points ( $120/120 = 100\%$ ), or **50** points. A Bidder who Tenders \$150 receives 80% of the possible points ( $120/150 = 80\%$ ) or **40** points. A Bidder who Tenders \$240 receives 50% of the possible points ( $120/240 = 50\%$ ) or **25** points.

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

#### 2.12.2 Total Evaluation Points Available

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

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	50
Stage 3 - Pricing	50
<b>Total</b>	<b>100</b>

## 2.13 Inquiries

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

Brittany McCaw  
Deputy CAO/Treasurer  
(705) 448-2981 Ext. 430  
[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 Tender will be circulated as outlined in section 1.9 of this document, as a Request for Tender Addendum to all registered document takers who have received the Request for Tender 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

## 2.14 Future Retainment

The Successful Bidder may be retained for an additional three (3) years of resurfacing work should the performance of the Successful Bidder provide satisfactory work. Satisfactory work will be determined at the discretion of the Contract Administrator.

## 2.15 Cooperative Purchasing

The Successful Bidder agrees to allow neighbouring public agencies with similar needs/interests within the County of Haliburton to participate in this contract.

Additional participating agencies may opt into a contract with the successful bidder for procurement of services described in this RFP based on the terms, conditions, prices and percentages offered to the Municipality of Highlands East with changes negotiated as required, due to location and quantity of work.

This piggyback clause is intended to be a means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the successful bidder. Any cost savings associated with cooperative purchasing shall be separately identified within the tender document.

## 3.0 Tender Specifications

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### 3.1 Overview

The Municipality of Highlands East is seeking bids from qualified contractors to provide resurfacing work in 2019.

### 3.2 Scope of Work

Without limiting the generality of the contract, the work comprising the contract consists of, but is not necessarily limited to the following:

Pulverization	40,000m <sup>2</sup>
Double Surface Treatment	40,000m <sup>2</sup>

### 3.3 Bidder Experience

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

### 3.4 Bidder Responsibilities

The Bidder shall complete all work as defined within this tender document and the agreement of work

### 3.5 Pricing Requirements

Bidders shall provide costs at the unit price as defined in the form of tender.

#### 3.5.1 Provisional Items & Change Work Orders

Bidders shall provide pricing as per the requirements of Appendix I – Form of Tender.

Any change orders or work additional to this Contract shall be agreed to by the Contract Administrator prior to the execution of the proposed works.

The Municipality reserves the right to exclude any component of the Project in the awarding of the Tender.

### 3.6 Site Visit

A site visit is optional and Contractors may schedule a meeting with Earl Covert, Roads Superintendent by email at [ecovert@highlandseast.ca](mailto:ecovert@highlandseast.ca).

### 3.7 Spills Reporting

Spills or discharge of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects, shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act.

### 3.8 Protection of Public and Traffic

All traffic control procedures and devices shall conform to the requirements of the following references:

- The Ministry of Transportation – Traffic Control Manual for Roadway Operations
- The Ministry of Transportation – Ontario Traffic Manual Series
- Canadian Government Specification Standard 62-GP-11/

The Contractor shall be responsible for maintaining one lane of vehicular traffic. Barricades, warning signs, lights and all other necessary traffic control signs within the limits of the contract shall be maintained throughout the course of the work, all at the expense of the Contractor and to the satisfaction of the Contract Administrator.

The Contractor shall store equipment safely and not within 4.0m of the travelled portion of the roadway.

In addition to the requirement outlined in Section GC 7.01 of OPS General Conditions of Contract, the Contractor shall prepare a detailed traffic control plan of their daily events which shall be maintained and used by competent traffic control workers trained in the Ontario Traffic Manual Book 7.

### 3.9 General Instructions

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

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

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



## Appendix A Submission Requirements

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

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

Specification	Mandatory/ Optional/NA	Bidder's Compliance (see also WSIB & Insurance Acknowledgement below)
1 WSIB Account #: _____  OR  Check here if exempt from WSIB coverage as described in Section 1.16 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Insurance requirements as described in section 1.17 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Product/Workmanship Warranty as described in section 2.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 Site Visit as described in section 3.7 of this RFT document.	Optional	Yes <input type="checkbox"/> No <input type="checkbox"/>
5 One (1) additional hardcopy of the completed Tender document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	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 of  
Name of company

exemption from coverage, and Insurance certificate(s) in accordance with this Tender document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix B Experience, References & Contingencies

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

Three (3) references and a contingency plan **must** be provided in the table below for the purpose of assessing the Bidder's ability and experience.

**A maximum of 50 Points may be awarded.**

References	
<b>1</b>	<b>Reference No.1</b> Name: Contact Name & Title: Phone No.: Term and Value of Contract: Nature of Contract:
	<b>Reference No.2</b> Name: Contact Name & Title: Phone No.: Term and Value of Contract: Nature of Contract:
	<b>Reference No.3</b> Name: Contact Name & Title: Phone No.: Term and Value of Contract: Nature of Contract:
Senior Supervisory Staff	
<b>1</b>	<b>No.1</b> Contact Name & Title: Phone No.: # of years in current role:
	<b>No.2</b> Contact Name & Title: Phone No.: # of years in current role:
	<b>No.3</b> Contact Name & Title: Phone No.: # of years in current role:

## Contingency Plan

2

*Please provide details on a contingency plan to be implemented by the Successful Bidder in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.*

## Appendix C Suppliers & Subcontractors

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

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

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

**Appendix D  
Bidder Information**

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

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

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

**Appendix E  
Declaration Form**

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

<b>For the provision of:</b>	<b>RFT #T-08-2019 Supply &amp; Application of Surface Treatment</b>
<b>As supplied 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 Bidder Declares:**

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender 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 Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender 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 Tender document.

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

\_\_\_\_\_  
PRINT NAME OF BIDDER

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

\_\_\_\_\_  
SIGNATURE OF BIDDER

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

## Appendix F Accessibility Regulations Acknowledgement

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

### Accessibility Training:

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

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

Web links for information and training purposes are provided below:

AODA - <https://www.ontario.ca/laws/statute/05a11>

IAS - <https://www.ontario.ca/laws/regulation/110191>

Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>

Serve-Ability - [https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML\\_Eng/index.html](https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html)

AccessON - <https://accessontario.com/>

### 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 online at the [Regulation 191/11 Integrated Accessibility Standards](#), Accessibility Ontario website at [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website, the link is provided below: (<http://www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/ado.aspx>).

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

**Acknowledgement**

I \_\_\_\_\_, confirm that:

- I have read, and understand my responsibilities, and meet the requirements under the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA)* and *Regulation 191/11 Integrated Accessibility Standards* as outlined in the tender document and this appendix;
- I have completed the on-line Serve-Ability e-course as provided in this appendix.
- All required training information will be provided to the Municipality if requested.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Appendix G**  
**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 this 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

\_\_\_\_\_  
Bidder (please print)

\_\_\_\_\_  
Signature (Authorized Agent)

\_\_\_\_\_  
Company Name

## Appendix H

### Smoke Free Ontario Act Contractor Acknowledgement Form

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

On behalf of \_\_\_\_\_ (name of Contractor) and its employees, I hereby understand that the Smoke-Free Ontario Act prohibits smoking in any enclosed workplaces and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

I understand that smoking is prohibited inside any enclosed area in this premise and/or any workplace vehicles.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder (please print)

\_\_\_\_\_  
Signature (Authorized Agent)

\_\_\_\_\_  
Company Name

**Appendix I  
Form of Tender**

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

Item No.	Product	Spec.	Quantity	Unit	Unit Price	Total
1	Pulverization		40,000	Square Meters		
2	Double Surface Treatment	OPSS 1103	40,000	Square Meters		
					Subtotal	
					<b>Contingency</b>	<b>\$50,000</b>
					HST 13%	
					Total	

**Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Appendix J

### Special Provisions

#### **SP-1 Double Surface Treatment - Dyno Road**

This item shall include; pulverization and application of Double Surface Treatment.

Note: All grading will be completed by the Municipality or others and accepted by the Surface Treatment Supervisor, prior to application

Pulverization – Shall include full pulverization of the road base and surface. Operations shall allow uniform breakup of surface material.

Note: Pulverization to be scheduled with the Roads Superintendent to allow for gravelling, grading and compaction prior to surface treatment.

Emulsion – HP 200P Emulsion shall conform to the requirements of OPSS 1103.

Surface Treatment– Base Coat- HL3 Limestone

Top Coat Surface Treatment – Modified Class 5, Meta Gabbro Source Trap Rock meeting the following gradation

Top Coat Surface Treatment aggregate must come from a Meta Gabbro Source (Trap Rock) and meet the gradation below.

Sieve (mm)	Min % Passing	Max % Passing
13.2	100	100
12.5	100	100
9.5	96	100
6.7	45	65
4.75	10	20
2.36	0	5
1.18	0	5
0.6	0	2
0.3	0	2
0.15	0	2
0.075	0	1

Basis of payment at the contract price for this item (m<sup>2</sup>) shall be full compensation for all labour, equipment, fuel and materials required for compliance with the specification provided.

**Appendix K**  
**Guarantee of Performance/Cancellation of Contract**

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

The Contractor guarantees that all Work will be carried out as specified in the Tender, and that the Contractor will, at the Contractor's own expense, correct all deficiencies in a manner satisfactory to the Municipality, for which the Contractor is held responsible by the Municipality, and the decision of the Municipality in all such matters shall be final.

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

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

**Acknowledgement**

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Appendix L**  
**Agreement Acknowledgement**

**\*MANDATORY COMPLETION\***

In the event that the Municipality of Highlands East wishes to enter into a Contract Agreement with the Successful Bidder for the provision of Supply & Application of Surface Treatment for the Municipality of Highlands East, upon final approval from Council the following Tender document items will form part of the agreement document:

Contract Term, Tender 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, H, I, J, K, L, M.

The Successful Bidder hereby acknowledges, by signing below, that any information included in the Tender submission, including the Tender document, Form of Tender, 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 tender 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 Tender is accepted by Council and confirmed by a letter from the Municipality, the Tender and the acceptance by Council shall constitute a binding contract between the Tenderer and the Municipality, and the successful Tenderer shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Tender documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Tender.

**Acknowledgement**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix M  
Delivery Notice**

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

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

<p style="text-align: center;"><b>RFT No. T-08-2019</b> <b>Supply &amp; Application of Surface Treatment</b></p> <p style="text-align: center;">Deliver To: Municipality of Highlands East 2249 Loop Road, Box 295 Wilberforce, ON K0L 3C0 Attention: Shannon Hunter, CAO/Treasurer</p> <p><b>Bidder's Company</b> Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 2019 at _____ am/pm</p> <p>From: _____ (Name of Person or Organization Delivering Documents)</p> <p><b>Bidder's Contact information for communique from the Municipality :</b></p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;"><b>THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</b></p>
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