



**The Corporation of the Municipality of West Grey  
Infrastructure and Public Works Department**

**Request for Tender**

**Supplying, Hauling and Placing Surface Treatment**

**RFT WG24-008**

**Issue Date: April 16, 2024**

**Closing Date: April 30, 2024**

**Time: 11:00 a.m., Eastern Standard Time (EST)**

**Location: Municipality of West Grey Administration Building  
402813 Grey Rd. 4,  
Durham, ON, N0G 1R0**

**Attention: Geoff Aitken, Director of Infrastructure & Public Works**

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## **Part 1 – Request and Submission Instructions**

### **1.1 Request to Bidders**

#### **1.1.1 Request**

This Request for Tender (RFT) is an invitation by the Corporation of the Municipality of West Grey (the “municipality”) to prospective bidders to submit bids for the **Supplying, Hauling and Placing of Surface Treatment**, as further described in Section A of the Request for Tender Particulars (Appendix B) (the “deliverables”).

The Municipality of West Grey Infrastructure and Public Works department requires the Supplying, Hauling and Placing of Surface Treatment in the jurisdiction of the Municipality over one (1) operating year.

### **1.2 Contact**

All requests for information, instructions or clarifications regarding this Request for Tender (RFT) must be submitted in writing and directed to:

**Municipality of West Grey**  
**402813 Grey Rd. 4, Durham, ON, N0G 1R0**  
**Phone: (519) 369-2200, Ext. 227**  
**Geoff Aitken, CET, Director of Infrastructure & Public Works**  
[publicworks@westgrey.com](mailto:publicworks@westgrey.com)

All questions related to this RFT or any clarification with respect to this RFT must be made no later than three (3) days prior to closing in order that West Grey staff may have sufficient time to respond. The municipality reserves the right to extend the deadline for questions, if required.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFT will be posted on the municipality’s website: [www.westgrey.com](http://www.westgrey.com) as an RFT Addendum.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the municipality, other than the RFT Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

**1.3 Contract for Deliverables**

**1.3.1 Type of Contract**

The selected bidder will be required to enter into an agreement with the municipality for the provision of the deliverables in the form attached as Appendix A to the RFT (the “Agreement”).

**1.3.2 Term of Contract**

The term of the contract shall be one (1) calendar year commencing upon award and ending December 31, 2024.

The municipality may terminate the contract upon ninety (90) days written notice to the contractor if the municipality does not allocate the funds needed for service or if operational changes result in the services no longer being required. Such termination will be without penalty, damages or liability except for any outstanding payments.

The award will carry a further cancellation clause that can be exercised by the municipality upon ninety (90) calendar days’ written notice. Such cancellation would be the result of uncorrected service or quality defects as deemed by the municipality. Please note that multiple occurrences will not be tolerated and will be potential grounds for termination.

No alterations, additions or deletions from the accepted tendered price will be permitted without the prior written approval of the municipality.

All contract renewals are subject to annual Municipality of West Grey budget approvals. The municipality will notify the successful proponent sixty (60) days prior to expiration of the contract term to negotiate the optional renewal.

The municipality does however reserve the right at its sole discretion, to obtain the same or similar services from other sources during the term of this agreement, to maintain the service level required.

**1.4 Request to Tender Timetable**

**1.4.1 Key Dates**

Issue Date of Request to Tender	April 16, 2024
Submission Deadline	April 30, 2024

The RFT timetable is tentative only and may be changed by the municipality at any time.

## **1.5 Submission Instructions**

### **1.5.1 Submission of Bids**

Tender submissions must be received by:

**Municipality of West Grey,  
402813 Grey Road 4, Durham, ON, N0G 1R0  
Geoff Aitken, Director of Infrastructure & Public Works**

**No later than 11:00 a.m. EST, April 30, 2024.**

The municipality is not responsible for submissions which are not properly marked and/or delivered to any other location than that specified.

### **1.5.2 Bids to be Submitted on Time**

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

### **1.5.3 Bids to be Submitted in Prescribed Format**

All tenders must be upon the forms provided, submitted in sealed packages, clearly marked with RFT number and project description and bidder's company name. The package shall include one (1) original.

### **1.5.4 Tender Deposit and Performance Security**

- a) The tender shall be accompanied by one (1) certified cheque or bid bond in the amount of **ten thousand dollars (\$10,000)**, drawn in favour of the Municipality of West Grey. The certified cheque or bid bond must be enclosed in the same envelope as the tender. Failure to provide a tender deposit will result in the tender being disqualified.
- b) All deposits will be returned to the respective bidders within ten (10) days after tenders are opened, except those which West Grey elects to hold until the successful bidder has executed the Contract.
- c) The tender shall be accompanied by an **"Agreement to Bond"** for 50 percent Materials and Labour Bond and a 50 percent Performance Bond from a surety company acceptable to the municipality, which will not be accepted if submitted by facsimile transmission (fax).

- d) The materials and labour bond and the performance bond together shall constitute the contract performance security which will be required to ensure the performance of the contract, including without limitation, the construction, alteration, repair and maintenance of all work provided for by the contract for a minimum 12-month period for supplying, hauling and placing surface treatment.
- e) The contract performance security shall remain in full force and effect until the end of the warranty period or until such time as the contractor is released from the warranty period, whichever is longer.
- f) Failure to submit the agreement to bond as required above may result in the Tender being disqualified.
- g) The successful bidder to whom the contract is awarded will be required to provide the fully executed contract performance security within ten (10) working days of the date of mailing of notice of award to the successful bidder.
- h) In the absence of a specific item in the RFT for the contract performance security, the costs of providing the contract performance security shall be deemed to be included in all the items in the RFT and no separate payment shall be made for same.

### **1.5.5 Electronic Submissions**

Electronically transmitted submissions (email, fax, etc.) will not be accepted for this tender.

### **1.5.6 Tender Opening**

Bidders are advised there will be a public opening for this RFT. Submissions received, by the date and time of closing, will be opened administratively by respective members of the municipality at **11:00 a.m. EST, April 30, 2024**.

### **1.5.7 Bidder must be Single Entity**

The bidder must be a single legal entity that, if selected, intends to enter into the contract with the municipality. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one of those entities as the "bidder". The bidder will be responsible for the performance of the deliverables.

### **1.5.8 Amendment of Bids**

Bidders may amend their bids prior to the submission deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the submission deadline.



### **1.5.9 Withdrawal of Bids**

Any tender may be withdrawn prior to the scheduled time for tender closing or authorized postponement thereof.

**[End of Part 1]**

## **Part 2 – Evaluation and Award**

### **2.1 Stages of Evaluation**

The municipality will conduct the evaluation of bids in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which bids comply with all the mandatory submission requirements. Bids that do not comply with all the mandatory submission requirements as of the submission deadline will, subject to the express and implied rights of the municipality, be rejected. The mandatory submission requirements are listed in Section C of the RFT particulars (Appendix B).

##### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

#### **2.3 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all the mandatory technical requirements. Bids that do not comply with all the mandatory technical requirements as of the submission deadline will, subject to the express and implied rights of the municipality, be rejected. The mandatory technical requirements are listed in Section D of the RFT particulars (Appendix B).

#### **2.4 Stage III – Pricing**

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section F of the RFT particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the deliverables, the municipality may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the municipality may reject the bid. The municipality may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated

prices are proposed for some elements of the deliverables and inflated prices are proposed for other elements of the deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for deliverables to be provided or completed later in the contract.

## **2.5 Reserved Rights**

Subject to the municipality’s reserved rights, lowest or any tender not necessarily accepted. The municipality reserves the explicit right to not accept any tender.

## **2.6 Notice to Bidder and Execution of Agreement**

Notice of selection by the municipality to the selected bidder shall be in writing within thirty (30) days. The municipality will provide a formal Notice of Acceptance of Tender letter to the successful bidder upon council approval by either mail or email.

The selected bidder shall execute the form of agreement attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Section E of the RFT particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of the municipality and may be waived by the municipality.

## **2.7 Failure to Enter into Agreement**

If a selected bidder fails to execute the agreement or satisfy any applicable conditions within ten (10) days of notice of selection, the municipality may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the municipality.

If the bidder refuses or fails to execute the agreement within ten (10) working days of the date of award, it will be considered that the bidder has abandoned all rights and interests in the contract and the tender deposit of the bidder shall be forfeited to the municipality as liquidated damages. The municipality shall, in such event, be free to award the RFT to another Bidder, or re-tender the work.

**[End of Part 2]**

## **Part 3 – Terms and Conditions of RFT Process**

### **3.1 General Information and Instructions**

#### **3.1.1 RFT Incorporated into Bid**

All the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this RFT, including the terms of the form of agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid but not attached, will not be considered to form part of its bid.

#### **3.1.5 Past Performance**

In the evaluation process, the municipality may consider the bidder's past performance or conduct on previous contracts with the municipality or other institutions.

#### **3.1.6 Information in RFT Only and Estimate**

The municipality and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale

and scope of the deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

### **3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.8 Bid to be Retained by the Municipality**

The municipality will not return the bid or any accompanying documentation submitted by the bidder.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The municipality makes no guarantee of the value or volume of work to be assigned to the successful bidder. The agreement will not be an exclusive contract for the provision of the described deliverables. The municipality may contract with others for goods and services the same as or similar to the deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFT**

### **3.2.1 Bidders to Review RFT**

Bidders shall promptly examine all the documents comprising this RFT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing to the Manager of Public Works, Geoff Aitken via email: [publicworks@westgrey.com](mailto:publicworks@westgrey.com). No such communications are to be sent or initiated through any other means.

The municipality is under no obligation to provide additional information, and the municipality is not responsible for any information provided by or obtained from any source other than the bidding site and posting of addenda. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The municipality shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This RFT may be amended only by addendum in accordance with this section. If the municipality, for any reason, determines that it is necessary to provide additional

information relating to this RFT, such information will be communicated to all bidders by addenda posted on the municipality's website: [www.westgrey.com](http://www.westgrey.com). Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the municipality.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the municipality determines that it is necessary to issue an addendum after the deadline for issuing addenda, the municipality may extend the submission deadline for a reasonable period of time.

### **3.2.4 Verify and Clarify**

When evaluating bids, the municipality may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The response received by the municipality shall, if accepted by the municipality, form an integral part of the bidder's bid.

## **3.3 Conflict of Interest and Prohibited Conduct**

### **3.3.1 Conflict of Interest**

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

- (a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - (i) having or having access to confidential information of the municipality in preparation of its bid that is not available to other bidders;
  - (ii) having been involved in the development of the RFT, including having provided advice or assistance in the development of the RFT;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFT;
  - (iv) 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 in the RFT process); or
  - (v) 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;

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships, or financial interests:

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

### **3.3.2 Disqualification for Conflict of Interest**

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

An existing supplier of the municipality may be precluded from participating in the RFT process in instances where the municipality has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **3.3.3 Disqualification for Prohibited Conduct**

The municipality may disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the municipality determines that the bidder has engaged in any conduct prohibited by the RFT.

### **3.3.4 Prohibited Bidder Communications**

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the submission form (Appendix C).

### **3.3.5 Bidder Not to Communicate with Media**

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT contact.

### **3.3.6 No Lobbying**

Bidders must not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

### **3.3.7 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the municipality; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

## **3.4 Confidential Information**

### **3.4.1 Confidential Information of the Municipality**

All information provided by or obtained from the municipality in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFT and the performance of the agreement;
- (c) must not be disclosed without prior written authorization from the municipality; and
- (d) must be returned by the bidder to the municipality immediately upon the request of the municipality.

### **3.4.2 Confidential Information of Bidder**

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the municipality. The confidentiality of such information will be maintained by the municipality, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the municipality to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT contact.



### **3.5 Reserved Rights and Limitation of Liability**

#### **3.5.1 Reserved Rights of the Municipality**

The municipality reserves the right to:

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) select any bidder other than the bidder whose bid reflects the lowest cost to the municipality;
- (i) cancel and not award the RFT;
- (j) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstance.

#### **3.5.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

- (a) neither the municipality nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity, or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or

loss of opportunity by reason of the municipality's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

**[End of Part 3]**

## Appendix A – Form of Agreement

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Between:**

**The Corporation of the Municipality of West Grey**

(hereinafter called the “**Municipality**”) – and

---

Supplier Legal Name

(hereinafter called the “**Contractor**”)

**Whereas** the municipality issued a bid solicitation to suppliers to provide services to the municipality;

**And Whereas** the municipality has accepted the bid of the contractor to provide the said Services;

**Now Therefore**, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in the contract documents, the parties agree as follows:

1. The contractor shall provide the services pursuant to all the terms and specifications set out in Schedule “A”. If there should be any conflict between the provisions of this agreement and the provisions of Schedule “A”, the provisions of this agreement will prevail.
2. The terms of this agreement shall commence upon award.
3. The municipality shall pay the contractor for services as outlined in the deliverables.
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this agreement, then such party may terminate this agreement upon giving at least thirty (30) days written notice to the other party.
5. The contractor shall indemnify and save harmless the municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the contractors, its officers, employees, agents and subcontractors, or any of them, attributable to or connected with the performance, non-performance, or purported

performance of the contractor obligations pursuant to this agreement, except to the extent that same is attributable or caused by the negligence of the Municipality, its officers, employees and agents or any of them. Further, this indemnity shall survive the expiration or early termination of this agreement and continue in full force and effect.

6. This agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms and conditions.
7. This agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This agreement, all its covenants, promises and conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this agreement at any time, without notice, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This agreement shall be construed and interpreted with the laws of the Province of Ontario, Canada.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed by the duly authorized officers in that behalf as of the day and year first above written.

**The Corporation of the Municipality of West Grey**

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Kerri Mighton, Interim Chief Administrative Officer**

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Geoff Aitken, Director of Infrastructure & Public Works**

\_\_\_\_\_  
**Supplier Legal Name**

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
*I have authority to bind the Corporation, Company, or Partnership*

\_\_\_\_\_  
Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Witness: \_\_\_\_\_

## Appendix B – RFT Particulars

### A. The Deliverables

The municipality's Infrastructure and Public Works department requires the supply of all labour, equipment and emulsion necessary to perform surface treatment at various locations within the jurisdiction of the municipality, including miscellaneous repair.

#### **Schedule of Work**

Earliest Commencement Date	Completion Date
July 2, 2024	August 30, 2024

The bidder will be required to submit a schedule prior to signing the agreement which outlines the proposed timeline and number of days to complete the work. The municipality reserves the right to alter such schedule should it be deemed necessary. Any requests for extensions of time must be submitted in writing to the Manager of Public Works. The municipality retains the right to allow or deny extensions.

#### **Scope of Work**

The bidder will supply all labour, equipment and emulsion necessary to perform surface treatment for the municipality.

The municipality has determined that the application rate for the single surface treatment over existing surface treatment shall be:

HF150 SP Emulsion – OPSS 1103	1.9 kg/m <sup>2</sup>
Hi-Float Aggregate and HL-3 Chip	19 kg/m <sup>2</sup>

The bidder shall provide all traffic control in accordance with the Ontario Traffic Manual Book 7 and will maintain one lane of traffic at all times.

The bidder shall take such steps as may be required to prevent dust nuisance resulting from operations either within the right-of-way or elsewhere or by public traffic where it is the bidder's responsibly to maintain a roadway through the work.

The bidder shall be responsible to pre-sweep road edges, intersections and any other areas on the road where debris may hinder the performance of adhesion to the existing road surface.

Compaction equipment shall be utilized by the bidder. Compaction equipment shall be a minimum of two (2) pneumatic rubber tire rollers to obtain the required compaction.

## **Locations of Work**

### **Part A**

Double surface treatment (7.0 m wide) over existing granular "A" with HF-150 SP emulsion with HL-3 aggregate. The bidder shall be responsible to surface treat all intersections back to the property line or to a point satisfactory to the municipality.

Work is located off Concession Road 6 and the Artemesia/Glenelg Townline. The following roads will be double surface treated:

1. Concession 6 west from the Artemesia/Glenelg Townline, 1,000 m/7,000 m<sup>2</sup>
2. Spot Improvements, various location, per km/m<sup>2</sup> up to a maximum of 10 km, 70,000km<sup>2</sup>

### **Part B**

Will consist of a single surface treatment of miscellaneous maintenance repairs required by the Municipality of West Grey. Locations are to be determined.

## **Supply of Materials**

Term one (1) 2024

The Municipality of West Grey shall be responsible for the supply of the aggregate to be used for this work. The location of the aggregate stockpiles will be at the Cedarwell Pit located on 502027 Concession 10 NDR former Bentinck Township.

The bidder shall be responsible to supply the emulsion and required to submit the name of material source. Emulsion suppliers must comply with OPSS 128 dated April 2006 or its latest revision for the general specification or the supply of pre-qualified material and products.

## **Quality Assurance Testing**

1. Emulsion

The municipality shall be allowed to sample the emulsion at any time during the placement of the emulsion. The municipality will engage a certified engineering firm to test the emulsion for conformance to the RFT and OPSS 1103.

The municipality shall be responsible for the cost associated with testing the emulsion. In the event the emulsion tested does not conform to OPSS the costs of providing these

tests shall be borne by the Bidder.

The municipality may elect to use the MTO price adjustment system should sub-standard emulsion be identified through testing.

## 2. Aggregate

The municipality shall be responsible to provide a sample of the intended aggregate to be used. The bidder shall conduct a quality assurance test as per Appendix B of OPSS 1006 to the municipality a minimum of fourteen (14) days prior to the bidder commencing operations. The price of conducting this test shall be included by the bidder in their submitted schedule of prices submission.

The bidder shall be responsible to ensure that the compatibility of the aggregate and the emulsion will not be compromised. Documentation by the emulsion supplier will be required to support compatibility. No separate payment will be allowed of this work. The price of conducting this test shall be included by the bidder in their submitted schedule of prices submission.

## **B. Material Disclosures**

The material disclosures that apply to this RFT, if any, are set out below.

### **1. Payment According to Contract Rates**

The municipality shall, subject to the contractor's compliance with the provisions of the contract, pay the contractor for the deliverables provided at the rates established under the contract.

### **2. Default Billing and Payment Process**

Unless the parties expressly set out an alternative billing and payment process the following process shall govern:

- (a) the contractor shall provide the municipality with a monthly billing statement no later than thirty (30) business days after the end of each month and that billing statement shall include:
  - (i) the reference number assigned to the contract by the municipality;
  - (ii) a brief description of the deliverables provided for the relevant month; and
  - (iii) taxes, if payable by the municipality, identified as separate items;



- (b) The municipality shall approve or reject the billing statement within fifteen (15) business days of receipt of the statement and in the event that the municipality rejects the billing statement, it shall so advise the contractor promptly in writing and the contractor shall provide additional information as required by the municipality to substantiate the billing statement; and
- (c) each billing statement is subject to the approval of the Municipality before any payment is released and payment shall be made within thirty (30) business days of such approval.
- (d) The municipality shall conform to the 'Construction Lien Act' and shall holdback 10% of the value of all work in accordance with said act.

### **3. Holdback or Set Off**

The municipality may holdback payment or set off against payment if, in the opinion of the municipality acting reasonable, the contractor has failed to comply with any requirements of the contract.

### **4. No Expenses or Additional Charges**

There shall be no other charges payable by the municipality under the contract to the contractor other than the rates established under the contract.

### **5. Liquidated Damages**

- (a) In the event that all the work called for under the contract is not completed to the satisfaction of the Municipality of West Grey within the time for completion set out in the contract or as extended in accordance with the contract, the contractor will pay to the Municipality of West Grey the sum of two hundred dollars (\$200.00) per calendar day as liquidated damages for each and every calendar day delay in completing the work beyond such date, plus the full costs of engineering and Inspection incurred in the period beyond the time allowance for completion.
- (b) The Municipality of West Grey may deduct any amount due as liquidated damages from any monies that may be due or payable to the contractor on any account whatsoever. The liquidated damages payable in accordance with preceding paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available for the Municipality of West Grey.

### **6. Laws, Notices, Permits and Fees**

The successful bidder shall obtain the necessary permits, licenses and pay the required fees. The successful Bidder shall give the required notices and comply with all laws and regulations in accordance with the RFT.

**C. Mandatory Submission Requirements**

**1. Submission Form (Appendix C)**

Bidders should refer to the instructions attached to the solicitation for the Appendix C – submission form requirements and provide all required information in accordance with the instructions provided in part 1, section 1.5 submission instructions.

**2. Pricing**

Each bid must include pricing information that complies with the instructions set out below in section F of Appendix B.

**3. Respondent Information Form**

**4. Company Ability and Experience Form**

**5. Declaration of Subcontractors Form**

## D. Mandatory Technical Requirements

### 1. Standard Specifications

Ontario Provincial Standard Specifications (OPSS)

Date	Form No.	Title
Nov. 2016	304	Construction Specification for Single and Double Surface Treatment
Nov. 2016	1103	Material Specification for Emulsified Asphalt

These Specifications are not included in the RFT due to their size but are available to view on the MTO website: <http://www.roadauthority.com>

### 2. Construction Signs

- (a) A part of the work under this RFT, the bidder shall supply, erect, maintain and remove construction signs in accordance with '*Book 7 – Ontario Traffic Manual – Temporary Conditions*'.
- (b) The bidder shall prepare a 'Traffic Control Plan' in accordance with 'Book 7' and must be prepared to present a copy of the plan to the municipality at any time during the work.
- (c) Traffic controls shall be operational before any work begins. Signing shall be inspected at regular intervals and any deviations from 'Book 7' or the traffic control plan, shall be corrected immediately. The Manager of Public Works may order the bidder to suspend work until the traffic controls conform to the requirements of 'Book 7' or the Traffic Control Plan.
- (d) The municipality will be responsible for the supply and placement of 'Caution Loose Gravel' signs throughout the length of the project.

### 3. Material Type and Application Rates

The municipality has determined that the application rate for the single surface treatment over existing surface treatment shall be:

HF150 SP Emulsion – OPSS 1103	1.9 kg/m <sup>2</sup>
Hi-Float Aggregate and HL-3 Chip	19 kg/m <sup>2</sup>

The bidder shall determine if the application rates and the materials are suitable for the intended work. If the bidder finds discrepancies in the intended application rates or materials indicated, the bidder shall notify the municipality prior to submission of their tender.

## **E. Pre-Conditions of Award**

### **1. Insurance**

Throughout the term of the agreement (including any renewal thereof), the contractor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

- (a) Commercial General Liability on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the municipality as additional insured with respect to the contractor's operations, acts and omissions relating to its obligations under this agreement, such policy to include personal injury including death; property damage or loss (direct or indirect and including loss of use thereof); broad form property damage; contractual liability; non-owned automobile liability; products – completed operations; contingent employer's liability; cross liability; severability of interest; and blanket contractual liability;
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the municipality in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipality may reasonably require.

The bidder shall indemnify and hold the municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the respondent, its agents, officers, employees or other persons who the respondent is legally responsible.

### **2. Health and Safety/WSIB**

The successful bidder is required to abide by the *Occupational Health and Safety Act* related to the performance of the contract.

The successful bidder will be required to provide a current copy of their WSIB clearance certificate upon notification of award and at any time during the course of the contract.

## **F. Price Evaluation Method**

Without limiting all other rights that may be exercised by the municipality pursuant to this document, bidders are advised that the municipality reserves the right to fully evaluate bidder submissions, which evaluation may include, without limitation, review of pricing, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for non-payment) and claims history of the bidders and to reject a bidder submission if same is not satisfactory to the municipality.

### **1. Instructions on How to Provide Pricing**

- (a) Bidders should submit their pricing information following information provided in part 1, section 1.5 submission instructions and Appendix C (Submission Forms).
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) Lowest or any bid not necessarily accepted.

### **2. Required Pricing Information**

Bidders shall complete the schedule of prices.

## Appendix C – Submission Form

For the Provisions of:        **Supplying, Hauling and Placing Surface Treatment**

As supplied by:

---

Supplier Legal Name

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Address

To:                                The Corporation of the Municipality of West Grey  
402813 Grey Road 4  
Durham, ON N0G 1R0

**Hereinafter called the corporation**

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## The Bidder Declares

### 1. Acknowledgement of Non-Binding Procurement Process

The respondent acknowledges that the RFT process will be governed by the terms and conditions of the RFT, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the municipality and the respondent unless and until the municipality and the respondent execute a written agreement for the deliverables.

### 2. Ability to Provide Deliverables

The respondent has carefully examined the RFT documents and has a clear and comprehensive knowledge of the deliverables required. The respondent represents and warrants its ability to provide the deliverables in accordance with the requirements of the RFT for the rates set out in its quotation.

### 3. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFT and in Pricing (Appendix D) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its tender or its eligibility for future work.

### 4. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFT.

### 5. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.3.1 of the RFT.

### 6. Disclosure of Information

The respondent hereby agrees that any information provided in their quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this tender of the municipality to the advisers retained by the municipality to advise or assist with the RFT process, including with respect to the evaluation of this tender.

**Acknowledgement to receipt of addenda**

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

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Check here - **no** Addenda received.

**Lowest or any bid not necessarily accepted**

_____	Date:	_____
-------	-------	-------

Signature of Bidder

By my signature, I hereby confirm I have the authority to bind the organization.



## **Appendix D – Pricing**

### **Schedule of Prices**

The bidder hereby bids and offers to enter into the contract referred to and to supply and do all or any part of the work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\*Denotes a “**Mandatory**” field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the owner.

If the line item and/or table is “**Non-mandatory**” and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

### **Itemized Pricing**

**Respondents must include pricing information that complies with the instructions contained in Appendix D – Pricing. HST is additional.**

Parts	Area	Description	OPSS Spec.	Estimated Quantity (m2)	Unit Prices*	Total Prices
1.	Conc. 6 from Artemesia/Glenelg Townline for 1,000 m west	Double surface treatment (7.0 m wide) over existing granular "A" with HF-150 SP emulsion with Class HL-3 aggregate.	304, 1103	7,000 m <sup>2</sup>		
2	Miscellaneous Repairs around Municipality of West Grey	Single surface treatment with HF-150 SP emulsion with Class HL-3 aggregate.  Average width, 7m  Length, <b>up to</b> 10 km	304. 1103	Per m <sup>2</sup>		

**Sub-total (1 only)**    \$ \_\_\_\_\_  
**13% HST**                \$ \_\_\_\_\_  
**Total Tender Price**    \$ \_\_\_\_\_

**Note: Bidders may bid on one or all parts above. The Municipality of West Grey reserves the right to award each one separately or award all to one vendor if it serves the best interests of the municipality to do so.**

We \_\_\_\_\_ agree to offer to complete the work as tendered in accordance with the specifications stated.

Company name: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this form with submission.**

**Respondent Information Form**

Line Item	Description	Response	
1	Full Legal Name of Company:		*
2	Street Address:		*
3	City:		*
4	Province:		*
5	Postal Code:		*
6	Company Name and Address for Issuing PO and Remittance of Payment (if different from above)		
7	Company Phone Number:		*
8	Bid Contact Name:		*
9	Contact Title:		*
10	Contact Telephone Extension or Cell Phone Number:		
11	Contact Email Address:		*

**Company Ability and Experience Form**

Bidders must show proof of experience successfully managing at least three (3) contracts of similar size and type of work outlined in this bid document within the past three (3) years. The municipality reserves the right to contact references.

**Reference 1**

Company Name	
Contact Name	
Contact Phone	
Contact Email	

Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

**Reference 2**

Company Name	
Contact Name	
Contact Phone	
Contact Email	
Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

**Reference 3**

Company Name	
Contact Name	
Contact Phone	
Contact Email	
Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

**Declaration of Subcontractors Form**

**By checking here, I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their “Own Forces”.**

**Subcontractors**

The bidder shall state all subcontractor(s) and type of work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) and shall not indicate multiple choices of subcontractor names for any subcontractor category in their list of subcontractors.

The bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed subcontractors.

**Subcontractors**

The respondent must list the name of each proposed subcontractor.

<b>Line Item</b>	<b>Subtrade</b>	<b>Name of Subcontractor</b>	<b>Approximate Value of Subcontracted Work</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			