



**REQUEST FOR RATE
For Aggregates and Materials (2018- 2020)**

Tender Information **No. RDS 17-016**

Issue Date: December 11, 2017

Site Visit: n/a

Closing Date: February 1, 2018 @ 12:00 noon local time

Opening Date: February 1, 2018 @ 2:30 pm, Minden Hills Boardroom

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

Attention: Travis Wilson, Roads Superintendent

**Last Day for
Inquiries:** January 29, 2018

Bidder Information

Name/Company: _____

Address: _____

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

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1.0 GENERAL CONDITIONS

1.1 Tender Handling

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

1.2 Tender Submission Mandatory Requirements

All Tenders must be completed in hard copy and submissions must include all Appendices attached to the RFR 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 - Bidder Information
- Appendix C - Declaration Form
- Appendix D - Accessibility Regulations for Contracted Services
- Appendix E - Health & Safety Declaration
- Appendix F – Form of Rates
- Appendix G - Agreement Acknowledgement
- Appendix H - Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix H - Delivery Notice, completed and affixed to the outside. Tenders can be submitted by mail, placed in the municipal drop box located at the Administration building, hand delivered to the front counter of the Finance Department, the 2nd floor front counter 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 Township 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 Township's Procurement Policy.

1.3 Definitions

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

“**Corporation/Owner/Township**” Refers to the Township of Minden Hills.

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

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

1.4 Closing

Rates must be received by the Township of Minden Hills on/before **12:00 noon local time on February 1, 2018.**

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

Packages 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 705-286-1260 ext. 313 for information in the event of a suspension of service for any additional information.

1.5 Opening

There will be a public opening on February 1, 2018. There will be no reading of individual material types and respective costs.

1.6 Withdrawal or Alteration of Submissions

A Bidder who has submitted Rate(s) may submit further Rate(s) at any time up to the specified time and date for the closing. The last Rate(s) received shall supersede and invalidate all Rate(s) previously submitted by that Bidder.

A Bidder may withdraw or alter the Rate(s) at any time up to the specified time and date for 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.

Rates 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 Rate.

Prices 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 Township 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 Township, 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 Township of any changes to their contact information.

If the Tender was acquired via the Township website it is the Bidder's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Bidders ultimate responsibility to ensure all addenda have been received.

All Bidders should check the Township website or contact the Township directly as per section 2.11 – 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 Township reserves the right to reject any or all Tenders and to waive formalities as the interests of the Township may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Township 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 Township 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 Township 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 Township for a period of **sixty (60)** 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 Township will notify the Bidders that their Rates have been accepted, within **sixty (60)** 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 or email.

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

The Bidder shall ensure that the Township receives updated Insurance Certificates by the anniversary of the acceptance of the acceptance of bid or as required

1.12 Indemnification

The Bidders shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the 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 Bidders, its agents, officials and employees.

1.13 Ability and Experience of Bidder

The Township may reject any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Bidder is not able to supply the goods/services in a manner satisfactory to the Townships requirements.

1.14 Variation of Quantities

The Township of Minden Hills does not guarantee any minimum or maximum amount of material to be purchased.

1.15 Occupational Health & Safety

Bidders 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 bidders engaged by or on behalf 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. 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. Bidders 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. Bidders agrees to assume full responsibility for the enforcement of same.
- c. Bidders 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. Bidders shall understand that their performance will be monitored and that their overall performance will be a major consideration for future work 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. Bidders 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 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. Bidders 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. Bidders 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 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. Bidders 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, Bidders shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. Bidders shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. Bidders shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. Bidders 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. 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 Bidders 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)

Refer to Appendix A – Submission Requirements regarding WSIB requirements for this tender.

Where WSIB applies, as per Appendix A – Submission Requirements, all Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage.

Bidders shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that coverage is not required must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

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.

Bidders shall provide proof of insurance, in the form of a proof of insurance certificate, indicating liability insurance with a *minimum coverage of five million dollars (\$5,000,000)*, with **The Corporation of the Township of Minden Hills** added as an additional insured.

Bidders are required to submit proof of insurance as part of their submission.

Insurance must remain in effect from January 2018 to December 2020. It will be the responsibility of the Bidders to provide the Township with any and all renewal certificates during this period.

1.18 Limited Liabilities

The Township'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 Township.

1.20 Protection of Work & Property

The Bidders 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 Bidders shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Bidders 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 Accessibility

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

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

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

1.23 Agreement

The Township 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 G – Agreement Acknowledgement.

In the event that your Tender is accepted by Council and confirmed by a letter, email or phone call from the Township, the Tender and the acceptance by Council shall constitute a binding contract between the Bidders and the Township, and the Bidders 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 Bidders.

1.24 Assignment of Contract

The Bidders 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 Township's officials, which consent shall not be unreasonably withheld.

1.25 Cancellation of Contract

The Township does not guarantee any set amount of work to the Bidders, 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.

1.26 Governing Laws

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

1.27 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 Township become a public record once a Tender is deemed complete by the Township. 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:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

1.28 Tender Package Submissions Information Release to Other Bidders/Bidders

The number of Tenders received and the names of the Bidders/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 Township to award this tender to more than one (1) qualified bidder. The lowest or any rate supplied may not necessarily be accepted. The Township will consider the following factors before contacting a Bidder for material; location of work, quality of material, and cost of material.

2.2 Execution of Work

Bidders agree that the material(s) bid will be available to the Township during regular business hours.

The rate provided is inclusive of the \$0.12 TOARC Fee.

2.3 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the unit cost. Please quote all prices "HST Extra".

2.4 Terms of Payment

2.4.1 Payment will be made in response to the Bidder's invoice to the Township. The Township will not pay in part or in full until the goods/services are received.

Unless otherwise stated herein, the Township'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:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

2.5 Tender Selection

Upon approval by Council, the Township will ensure that every effort is made to purchase material from the Successful Bidder(s) in a manner deemed to be the most effective and cost efficient, taking into consideration the rate price, availability of the material and the location of the work site in proximity to available resources.

Bidders shall recognize that the lowest bid may not always be chosen.

Bidders shall recognize that the Township's choice of vendor is also subject to continued provision of proof of WSIB and Insurance coverage and warranty of product as per the terms of this Request for Rate document.

2.6 Inquiries

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

Shannon Prentice
Deputy Clerk/Administrative Assistant
(705) 286-1260 ext. 313
sprentice@mindenhills.ca

Inquiries concerning Specifications are to be directed to:

Travis Wilson
Roads Superintendent
twilson@mindenhills.ca

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

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

3.0 Special Provisions

3.1 Overview

The Township of Minden Hills obtains its aggregate materials from external sources for use by the Township in various functions. For the 2018, 2019 and 2020 seasons, aggregate and material prices will be obtained through the municipal tender process, specifically, this RFR document.

Bidders are to supply pricing for aggregate and materials for their source pits and pricing for 2018 to 2020 as identified on Appendix F – Form of Rates. The list has been partially created stating the commonly used material by the Township. Bidders are encouraged to include rates for all materials available from their respective pits. Bidders may do this by submitting more than one Form of Rates Page, clearly identifying the different source pit (if required)

Bidders must acknowledge, by signing Appendix F that all materials are subject to sieve analysis and third party testing at the discretion of the Roads Superintendent (or designate).

3.2 Scope of Work

Response to this Request for Rate does not secure any minimum or maximum amount of material purchased from the Owner. Selection of material will be based on price, location and availability.

3.3 Bidder Responsibilities

The bidder shall supply a rate for all materials including the \$0.12/tonne TOARC Fee.

The bidder shall supply a loader for the loading of aggregate and materials as required.

3.4 Township Responsibilities

The Township shall supply trucks to haul material to respective sites.

3.5 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 "B"

Bidder Information

****MANDATORY COMPLETION****

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

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

APPENDIX "C"
Declaration Form

****MANDATORY COMPLETION****

For the provision of:	Aggregate and Material Rates
As supplied by:	_____
	Firm Name

	Mailing Address City Prov. Postal Code

To:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
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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 Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This 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 _____, 2018

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 “D”
Accessibility Regulations for Contracted Services
****MANDATORY COMPLETION****

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

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

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

Accessibility Training:

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

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

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Accessible Procurement:

Under the General Requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of

programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on our website at www.mindenhills.ca and can also be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website – link provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

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

Acknowledgement

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

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

Signature

Date

APPENDIX "E"
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 "G"
Agreement Acknowledgement
MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Bidders for the provision of Aggregate and Material Rates, 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.

The Bidders 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 Township 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 Township, the Tender and the acceptance by Council shall constitute a binding contract between the Tenderer and the Township, 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 G – Agreement Acknowledgement.

Signature

Date

APPENDIX "H"

Delivery Notice

****MANDATORY COMPLETION****

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

RFR No. RDS 17-016 Aggregate and Material Rates

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0

Attention: Shannon Prentice

Bidder's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2018 at _____ am/pm

From: _____
(Name of Person or Organization Delivering Documents)

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE
SEALED SUBMISSION**