



REQUEST FOR TENDER (RFT)

For the provision of

CRUSHING & STOCKPILING OF RECYCLED ASPHALT

Tender Information

No. RDS 21-05

Issue Date:

April 20, 2021

Site Visit:

Optional

Closing Date:

May 5, 2021 at 12:00 noon

Opening Date:

May 5, 2021 at 1:30 PM

Address:

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

Attention:

Travis Wilson, Director of Public Works

**Last Day for
Inquiries:**

April 26, 2021 by 12:00 noon

COMPLETE AND AFFIX THIS COVER PAGE TO FRONT OF SUBMISSION

Respondent Information

Name/Company: _____

Contact Name: _____

Phone: _____ **Email:** _____

Address: _____

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

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2 General Conditions

2.1 Definitions

“**Respondent**” Refers to any eligible entity providing a response to this RFT.

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

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

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

“**Work or the provision of Goods and/or Services**” Refers to the scope of work, and specifications outline in this RFT.

2.2 Handling

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

2.3 Submission Mandatory Requirements

All submissions must be completed in hard copy or electronic submissions and must include all Appendices attached to this 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 responded to according to instructions contained within this document(s).

-) Appendix A - Submission Requirements
-) Appendix B - References
-) Appendix C - Respondent Information
-) Appendix D - Declaration Form
-) Appendix E - Form of Tender
-) Appendix F - Special Provisions
-) Appendix G - Agreement Acknowledgment
-) Appendix H - Delivery Notice

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

Responses may be submitted electronically or in-person drop-off, as specified below:

Electronic Submissions:

Electronic Submissions are to be in PDF format and emailed to: tenders@minderhills.ca, before the submission deadline noted in the RFT document.

Respondents will receive notification of receipt of submission. However, it is the responsibility of the Respondent to ensure that their submission and all attachments are successfully delivered to and accepted by the Township.

To help ensure delivery, total submission size should not exceed 30 MB. For submissions over 30 MB, contact the Township at tenders@minderhills.ca for alternate submission arrangements.

The cover page shall be completed where indicated and affixed to the front of the submission.

The subject line in the email shall be formatted as:

CONFIDENTIAL Submission re: RFT number and name - Respondent's name

*Example: CONFIDENTIAL Submission re: RFT #RDS 21-05
CRUSHING & STOCKPILING OF RECYCLED ASPHALT*

In Person Drop-off Submissions:

Hard copy (in person) submissions are to be hand delivered to the Township before the submission deadline noted in the RFT document.

Appendix H – Delivery Notice shall be completed where indicated and affixed to the outside of the sealed envelope.

Respondents must contact the Township at tenders@minderhills.ca to schedule an appointment for person-to-person drop-off. Respondents must follow all current safety guidelines, including but not limited to, wearing a facemask and using hand sanitizer at the time of drop-off.

Submissions placed in the Township Drop Box will not be accepted.

Respondents will receive receipt of submission at the time of drop-off.

Should a Respondent have submitted their tender through the mail; they will be required to also resubmit their tender electronically or in person as described above.

For questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.13 – Inquiries of the RFT document.

The Respondent warrants that all contents of their proposal are complete and accurate.

It is the responsibility of the Respondent 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.

Late submissions will not be considered. *Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late submissions will be returned unopened to the Respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFT. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

2.4 Manufacturer's Specifications

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

2.5 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the goods and/or services. In some instances, the Township 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 Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township. Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Respondents must submit based on the specified item and, without substitution.

2.6 Harmonized Sales Tax (HST)

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

2.7 Multiple Submissions

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

2.8 Closing

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on May 5, 2021.**

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 submission shall become due on the next business day at 11:00 AM, local time, after the original closing date and time.

A response received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new submission and due before the amended closing date and time. Call 705-286-1260 ext. 513 for information in the event of a suspension of service for any additional information.

2.9 Opening

IMPORTANT – Due to the current COVID-19 pandemic, public openings of tender submissions have been cancelled, until further notice. Submissions will be opened by the CAO, Director of Public Works, Director of Finance and Deputy Clerk, or their designates, on the date and time specified on the cover of the RFT document.

The results of the opening will be recorded and posted within two (2) business days on the Township Website at <https://mindenhills.ca/tenders/>

2.10 Withdrawal or Alteration(s)

A Respondent 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 Respondent.

A Respondent 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 Respondent'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 Respondent'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.

Bids withdrawn under this procedure cannot be reinstated. Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

2.11 Examination of Documents

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

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFT. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 2.11 prior to submitting a response to this RFT.

2.12 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFT. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFT.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.11 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.12 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFT documents.

2.13 Inquiries

Inquiries concerning the RFT specifications and general RFT process are to be directed to:

Shannon Prentice, Deputy Clerk/Administrative Assistant, or designate(s)
T: (705) 286-1260 ext. 513 Email: sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFT will be circulated as an Addendum as outlined in Section 2.12 of this document.

Inquiries must be received no later than **seven (7)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

2.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFT provider) or invitational recipient for this RFT. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.

All Respondents should check the Township website, on-line RFT provider or contact the Township directly as per Section 2.11 – Inquiries, prior to submitting their response to this RFT.

Respondents 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**.

2.15 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

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

Each submission shall be open for acceptance by the Township for a period of **one hundred days (120)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be rejected.

2.16 Award Procedures

The Township is not under any obligation to award the RFT and reserves the right at its sole discretion to terminate or amend this RFT at any time.

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

Respondents 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.

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent 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 a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFT.

Upon acceptance of the submission by the Township, the Successful Respondent 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 document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

2.17 Variation of Quantities

The Township 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 document or related document(s).

2.18 Limited Liabilities

The Township's liability under this RFT shall be limited to the actual work or goods and/or services ordered and provided.

2.19 Respondent Expense

Any expenses incurred by the Respondent in the preparation of their submission are entirely the responsibility of the Respondent and will not be charged to the Township.

2.20 Contract Negotiations

Submission as Binding Document:

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

2.21 Conflict of Interest

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

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.

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

2.22 Freedom of Information

Any personal information required on the submission 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 RFT submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding 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's Council to carry out the responsibilities of the Act.

2.23 Package Submissions Information Release to Other Respondents

The number of RFTs received and the names of the Respondents are confidential and shall not be divulged prior to the RFT opening.

Subsequent to the opening, however, the number of RFT packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to the public release of their name.

2.24 Access to Information

The disclosure of information received relevant to the issue of a RFT solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

3 Contractual Requirements

3.1 Occupational Health and Safety

All work performed under this RFT 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 in this document, may result in the immediate cancellation of the work.

The Successful Respondent 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 apply:

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

- a. Successful Respondents 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 Successful Respondent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Township and any applicable industry standards. The selected Respondent agrees to assume full responsibility for the enforcement of same.
- c. The Successful Respondent may be required to 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 Successful Respondent 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 Successful Respondent shall allow access to the work site on demand to representatives of the Township.
- f. The Township will take all action necessary to support the Successful Respondent's health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- g. The Successful Respondent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Respondent or any of its sub-selected Respondents may invalidate the contract.
- h. The Successful Respondent acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Successful Respondent or any of its sub-Successful Respondents will entitle the Township to set off the damages so

assessed against any monies that the Township may from time to time owe the Respondent under this contract or any other contract whatsoever.

- i. The Successful Respondent 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 Global Harmonized System (GHS – formally known as WHIMIS) 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 Respondent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Successful Respondent shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Successful Respondent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Successful Respondent 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 Township.
- n. Successful Respondents 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 Respondent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

3.2 Workplace Safety Insurance Board (WSIB)

All Respondents 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 Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract, work or provision of goods and/or services.

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

The Successful Respondent 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 contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 3.12.2 – Cancellation of Contract.

3.3 Indemnification

The Successful Respondent 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 Successful Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

3.4 Force Majeure

The Successful Respondent shall not be assessed with liquidated 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.

3.5 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

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

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

Specific Conditions:

All Respondents must indicate their ability to provide *proof of liability insurance* on Appendix A – Submission Requirements, to insure against loss or damage resulting from bodily injury, death or damage to property.

- A) The Successful Respondent shall place and maintain Liability insurance acceptable to the Township and subject to limits of no less than Ten Million Dollars (\$10,000,000) per occurrence and annual aggregate. Such insurance shall name the Corporation of the Township of Minden Hills as an additional insured. The Liability insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises and operations; property damage; products contingent employers liability; cross liability and severability of interest clause.
- B) All Risk Property Insurance coverage for construction machinery, tools and equipment used by the Successful Respondent for the performance of the work.
- C) Automobile Liability insurance for all licensed vehicles owned, rented and or leased by or on behalf of the Successful Respondent or their subcontractor(s) while on any business connected with the Successful Respondent to a limit of not less than Ten Million Dollars (\$10,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof.

The certificate shall be provided to the Township within ten (10) business days of being awarded the contract, or prior to commencement of the contract whichever is shortest.

Insurance must remain in effect for the duration of the project as per the terms of this Tender. It will be the responsibility of the Respondent to provide the Township with any and all renewal certificates during this period.

General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township 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 work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township 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 supply of work or the provision of goods and/or services.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township 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, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent 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 contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

3.6 Protection of Work and Property

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Successful Respondent shall make good any such damage or injury.

3.7 Regulation Compliance and Legislation

The Successful Respondent shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

3.8 Workplace Violence and Harassment

The Successful Respondent 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, including Municipal policies and to be subject to such policies.

3.9 Code of Conduct

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Successful Respondent, 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 Township requires that Successful Respondents and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, 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 Successful Respondent, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

3.10 Smoke Free Workplace

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the contract, work or provision of goods and/or services, including any related amendments and/or extensions, Successful Respondents, 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.

3.11 Accessibility

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

[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 Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.

Successful Respondents 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. Successful Respondents are required to make this information available to the Township and/or the Province upon request.

An online [Serve-Ability](#) e-course is available for free and includes the Province's IAS training. It is the responsibility of the Successful Respondent 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
-) AccessON - <https://accessontario.com/>

More information on these subjects can be found on our municipal website at www.mindenhills.ca, 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.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

3.12 Contract

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFT documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

3.12.1 Contract Amendments and Revisions

No amendment or revision to a contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

3.12.2 Cancellation of Contract

The Township reserves the right to immediately terminate the contract, the work or the provision of goods and/or services awarded to the Successful Respondent, 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 Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

3.13 Conflict of Interest

The Successful Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the work or provision of goods and/or services and shall abstain from taking on work which

would represent a conflict of interest over the duration of a Contract, the work or the provision of good and/or services.

3.14 Bankruptcy

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a contract, the work or the provision of goods and/or services with another party without the consent of the Successful Respondent.

3.15 Governing Laws

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

3.16 Terms of Payment

Payment will be made in response to the Successful Respondent's approved invoice to the Township. Invoices shall include the dates, hours and location of work.

The Township will not pay in part or in full until the contractual work or provision of goods and/or services is complete/received.

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of work or provision of goods and/or services or the date of approved invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Township of Minden Hills

Accounts Payable

7 Milne Street, PO Box 359

Minden, ON

K0M 2K0

accountspayable@mindenhills.ca

3.17 Settlement of Disputes

Until the contract, work or provision of goods and/or services has been terminated, the Successful Respondent must at all times provide the work or provision of goods and/or services. If there is a dispute or difference concerning the work or provision of goods and/or services or the interpretation of the contract, work or provision of goods and/or services then either party may notify the other that it wishes the dispute to be referred to a meeting with the Director of Public Works and the Successful Respondent to resolve, negotiating in good faith.

3.18 Taxes

Unless otherwise provided herein, the Successful Respondent shall pay all government

sales or excise taxes in force at the date of the contract, work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the work or provision of goods and/or services and applicable taxes separately.

3.19 Notices

Any notice required to be given or made shall be given or made in writing and shall be served personally, emailed or mailed by registered mail addressed to the Township of Minden Hills and to the Successful Respondent at the address set forth in its submission.

3.20 Cooperative Purchasing

The Successful Respondent agrees to allow neighboring 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 respondent for procurement of services described in this RFT based on the terms, conditions, prices and percentages offered to the Township of Minden Hills 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 respondent. Any cost savings associated with cooperative purchasing shall be separately identified within the tender document.

3.21 Future Retainment

The Successful Respondent may be retained for an additional three (3) years should the performance of product provided and customer service be satisfactory, and meet all of the Township's requirements. Satisfactory performance will be determined at the discretion of the Contract Administrator and individually by each Township.

4 RFT Specifications

4.1 Overview

The Township of Minden Hills is seeking qualified bids to crush and stockpile an estimate 3,000 tonnes of recycled asphalt that will be utilized for loose top road repairs and road grading.

Respondents are to supply pricing to crush and stockpile an estimated 3,000 tonnes of recycled asphalt as per this RFT Document as identified on Appendix E – Form of Tender.

4.2 Scope of Work

The Respondent shall crush and stockpile recycled asphalt material as specified herein.

4.3 Respondent Responsibilities

The Respondent shall be responsible for all costs related to; supplying equipment necessary to crush and stack/stockpile recycled asphalt as per these RFT documents.

4.4 Township Responsibilities

The Township shall provide access to the property at which the stock of recycled asphalt is located. The Township will have a Staff member available if requested during hours of operations for any questions or guidance.

4.5 Pricing Requirements

Respondents shall provide pricing to complete the asphalt crushing and stacking on or before the date of completion as specified in Appendix F – Special Provisions. The price provided shall not include HST.

4.6 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 Respondent's Compliance box.

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

4.7 Site Visit

Respondents may wish to conduct an optional site visit to visually inspect the location and stockpile. The optional site visit may be scheduled by contacting the Operations Manager, Adam Thorn directly at athorn@mindenhills.ca.

4.8 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 Respondent's Compliance box.

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

4.9 Other Instructions

Responses to this RFT must include Mandatory Appendices noted as "Mandatory"

5 Evaluation Process

The Township will conduct the evaluation of this RFT 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 Township of Minden Hills and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Pricing (100 points)

Stage 2 will consist of a scoring of the pricing submitted on Appendix E – Form of Tenders. The evaluation of the price/cost shall be undertaken only after the first stage has been completed. Only those Respondents who move forward from Stage 1 will be scored here.

Each Respondent will receive a percentage of the total possible **100** points allocated to price by dividing the Respondent's price into the lowest tender of the short-listed Respondents.

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

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

Stage 3 – References (Pass/Fail)

Stage 3 may consist of the Township verifying references and experience of the preferred Respondent.

At this stage, the Director of Public Works or designate may verify as many references provided by the preferred Respondent as provided on Appendix B – References as is deemed appropriate and such references may be conducted via email, telephone, and/or in-person as the Director of Public Works may determine in his sole discretion.

References will be assessed on a pass/fail basis as to their satisfaction with the previous work performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Director of Public Works.

5.1 Total Evaluation Points Available

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

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 – Contract Price Evaluation	100
Stage 3 – Reference/Experience Verification	Pass/Fail
Total	100

As a result of this process, the Township may not accept the lowest or any bid.

6 Appendices

6.1 Appendix A - Submission Requirements

****MANDATORY COMPLETION****

All Respondents are required to successfully meet the mandatory requirements described in the following table and **submit with this tender**, proof of meeting these requirements.

Specification		Mandatory/ Optional/Preferred/NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB Account #: <hr/> OR Check here if exempt from WSIB coverage as described in Section 3.2 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Insurance requirements as described in Section 3.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Site Visit	Optional	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	One (1) additional hardcopy of the completed submission. (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, and
Name of Company

Insurance certificate(s) in accordance with this RFT document.

 Signature

 Date

6.2 Appendix B - References

****MANDATORY COMPLETION****

1. References		
Three (3) references must be provided as per the table below for the purpose of assessing the Respondent's ability and experience.		
No.1	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.2	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	
No.3	Name:	
	Contact Name & Title:	
	Phone No.:	
	Term of Contract:	
	Nature of Contract:	

6.3 Appendix C - Respondent Information

****MANDATORY COMPLETION****

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

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

6.4 Appendix D - Declaration Form

****MANDATORY COMPLETION****

For the provision of:	Crushing and Stockpiling of Recycled Asphalt			
As supplied by:	_____			
	Firm Name			

	Mailing Address	City	Prov.	Postal Code

To:	Township of Minden Hills			
	7 Milne Street, PO Box 359			
	Minden, ON KOM 2K0			

The Respondent Declares:

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFT or in the award for which this RFT 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 submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFT.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFT document.

LOWEST OR ANY SUBMISSION NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 20__

PRINT NAME OF WITNESS

PRINT NAME OF RESPONDENT

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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.

6.5 Appendix E - Form of Tender

****MANDATORY COMPLETION****

Details of Goods/Services to be provided:

<u>Spec. No.</u>	<u>Location:</u>	<u>Estimated Quantity of Recycled Asphalt (Tonne)</u>	<u>Price Per Tonne</u>	<u>Subtotal</u>
SP1	Kinmount Yard #3 #4564 County Road 121	3,000		
			HST	
			Total	

Respondent: _____ Date: _____

Signature: _____

6.6 Appendix F - Special Provisions

SP1

The unit price bid will include all costs to supply equipment, fuel and trained staff to crush and stockpile recycled asphalt on site at #4564 County Road 121, Minden ON.

The Successful Respondent shall supply loader and or stacker quantities daily upon request of Township staff. The Township may verify quantities through various forms of surveying.

All material shall be crushed by mechanical means into a granular material not exceeding 19mm in diameter, the material shall be suitable for application to loose top roads throughout the Township of Minden Hills.

The Successful Respondent shall ensure dust is controlled and prevented during operations to their best of ability.

6.7 Appendix G - Agreement Acknowledgement

****MANDATORY COMPLETION****

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of Crushing and Stockpiling of Recycled Asphalt, upon final approval from Council.

Sections 3 (Contractual Requirements), 4 (RFT Specifications-from submission), and 5 (Appendices-from submission) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFT document, Form of RFT, 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 submissions.

It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

In the event that the terms and conditions outlined in the Engagement Letter, this document and related documents and the Successful Respondents submission to this RFT are conflicting or contradictory, the terms and conditions outlined in the Engagement Letter shall prevail.

Acknowledgement

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

Signature

Date

6.8 Appendix H - Delivery Notice

****MANDATORY COMPLETION****

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

<p style="text-align: center;">RFT No. RDS 21-05</p> <p style="text-align: center;">Crushing and Stockpiling of Recycled Asphalt</p> <p style="text-align: center;">Deliver To:</p> <p style="text-align: center;">Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0</p> <p style="text-align: center;">Attention: Shannon Prentice</p> <p>Respondent's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm</p> <p>From: _____ (Name of Person or Organization Delivering Documents)</p> <p>Respondent's Contact information for communique from the Township:</p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;">IF HAND DELIVERING - THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</p>
