



Request for Tender (RFT) No. 27-2026
for
Construction of Waste Transfer Facility
Retaining Wall

RFT Issue Date:

August 26, 2026

Submission Deadline Date:

Tuesday, September 15, 2026, at 11:00AM EST

Part 1 – Invitation and Submission Instructions

1.1 Invitation to Bidders

This request for Tender (the “RFT”) is an invitation by the Township of South Stormont (“the Township”) to prospective bidders to submit bids for the construction of the Waste Transfer Facility Retaining Wall, as further described in the RFT Particulars (Appendix B) (the “Deliverables”).

1.2 RFT Contact

For the purposes of this procurement process, the “RFT Contact” will be:

Sarah Clark, Procurement and Risk Management Specialist

All questions are to be submitted through the Q&A Portal within the Biddingo system, not through email to the RFT Contact.

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

1.3 Contract Deliverables

1.3.1 Type of Contract for Deliverables

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

1.3.2 Term of Contract

The official start date shall be mutually established by the Township and the bidder upon award and execution of the Agreement.

Substantial completion of the project shall be no later than **October 30th, 2026.**

1.4 RFT Timetable

Issue Date of RFT	August 26, 2026
Deadline for Questions	September 8, 2026, at 11:59:59PM local time
Deadline for Issuing Addenda	September 10, 2026, at 11:59:59PM local time
Submission Deadline	September 15, 2026, at 11:00AM local time
Public Opening	September 15, 2026, at 11:30AM local time
Anticipated Execution of Agreement	September 24, 2026

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

1.5 Pre-bid Meeting

N/A

1.6 Submission of Bids

1.6.1 Bids to be submitted at Prescribed Location

Bids must be submitted through Biddingo site at <https://biddingo.com/southstormont>.

1.6.2 Bids to be submitted on Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.6.3 Bids to be Submitted Electronically

All bidders shall have a Biddingo vendor account and be registered as a Document Taker for this opportunity, which will enable the bidder to download the solicitation document, receive addenda email notifications, download addenda, and submit their bids electronically through the Biddingo system.

Bidders are cautioned that the timing of their bid submission is based on when the bid is received by the Biddingo system, **not** when a bid is submitted by a bidder, as transmission can be delayed due to file transfer size, transmission speed, or other technical factors.

For the above reasons, the Township recommends that bidders allow sufficient time to upload their submission and attachment(s) (if applicable), and to resolve any issues that may arise. The closing date and time shall be determined by the Biddingo system web clock.

Bidders should contact the RFT Contact at least twenty-four (24) hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If bidders do not receive confirmation, they should contact the RFT Contact.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if the bidder has obtained this RFT document from a third party, the onus is on the bidder to create an

account and register as a Document Taker for the opportunity on Biddingo (<https://biddingo.com/southstormont>).

1.6.4 Amendments of Bids

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

1.6.5 Withdrawal of Bids

Bidders may withdraw their bid prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the bid is withdrawn through Biddingo before the Submission Deadline.

1.6.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of ninety (90) days running from the moment that the Submission Deadline Passes. During this time, the Township shall have the right to accept the bid.

1.6.7 Bond

N/A

1.7 Equivalent Products

During the bidding period, the Township, including any Consultant it may retain, will review applications for consideration of equivalents or equals where a make/model is named within the RFT document and "or Approved Equivalent" is specified. Bidders proposing equivalent products must submit a complete application of the proposed equivalent product for consideration to the attention of the Procurement and Risk Management Specialist, no later than ten (10) business days prior to the bid's original closing date. No request will be considered for review after this deadline. Requests are to be made,

and pertaining attachments can be emailed to
sclark@southstormont.ca.

Approval or rejection of a bidders proposed equivalent will be at the sole discretion of the Township, whose approval will not be unreasonably withheld. Any products accepted as an "Approved Equivalent" will be defined in an addendum provided to all registered Document Takers prior to RFT closing. Acceptance of a proposed substitute product of group or products shall apply to this Agreement only.

[End of Part 1]

Part 2 – Evaluation and Award

2.1 Stages of Evaluation

The Township will conduct the evaluation of bids in the following three stages.

2.1.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all the Mandatory Submission Requirements. Bids that do not comply with all of the Mandatory Submission Requirements as of the Submission Deadline will, subject to the express and implied right of the Township, be disqualified and not evaluated further. The Mandatory Requirements are listed in Section 3 – Mandatory Submission Requirements (Appendix B).

2.1.2 Stage II Pricing

Stage II will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section 7 – Price Evaluation Method (Appendix B). The scoring of price will be undertaken after the review of the above-noted mandatory requirements has been completed.

2.1.3 Stage III – Initial Pre-Conditions of Award

N/A

2.2 Selection of Lowest Compliant Bidder

Subject to the Townships reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidders will be determined by way of a coin toss.

The award of this RFT is subject to the availability of finances and the review and approval by Council, as appropriate. Any of these parties may elect to not approve the award of this RFT for any reason.

If this RFT is cancelled the bidder agrees to waive any right to claim any damages or cost recoveries whatsoever against the Township, its elected officials, employees, and authorized agents. No liability shall accrue to the Township for its decision in this regard.

2.3 Notice to Bidder and Execution of Agreement

Notice of selection by the Township to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, within ten (10) calendar days of notice of selection. This provision is solely for the benefit of the Township and may be waived by the Township.

2.4 Failure to Enter into Agreement

In addition to all other remedies available to the Township, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions with ten (10) calendar days of notice of selection, the Township may, without incurring liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

2.5 Payment

Successful bidder shall invoice the Township at least once a month. Invoices must indicate the RFT #27-2026. The Townships terms of payment are thirty (30) days. Additionally, bidder will be obliged to provide detailed invoices and progress reports to ensure compliance and transparency throughout the engagement.

Mail invoices to:
Financial Services
P.O. Box 84, 2 Mille

Roches Road, Long Sault
ON, K0C 1P0

Or by emailing electronic invoices to:
accountspayable@southstormont.ca

[End of Part 2]

Part 3 – Terms and Conditions of the RFT Process

3.1 General Information and Instructions

3.1.1 RFT Incorporated into the Bid

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

3.1.2 Bidders to Follow Instructions

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

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Reference and Past Performance

In the evaluation process, the Township may include information provided by the Bidders references and may also consider the Bidders past performance, conduct on previous contracts with the Township, or other institutions.

The Township may use internal references, where the lowest priced Bidder has satisfactorily provided similar goods or services for the Township.

Where a bidder has not performed satisfactorily on Township projects, the Township's internal reference may be used in determining a pass or fail.

3.1.7 Information in RFT Only an Estimate

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown, or data contained in this RFT, or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.8 Bidders to Bear Their Own Costs

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

3.1.9 Bid to be Retained by the Township

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

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Township makes no guarantee of the value or volume of Work to be assigned to the successful bidder.

3.2 Communication After Issuance of RFT

3.2.1 Bidders to Review RFT

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

- a) Shall report any errors, omissions, or ambiguities; and
- b) May direct questions or seek additional information in writing by Bidding to the RFT Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by, or obtained from, any source other than the RFT Contact. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The Township shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT, or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Township.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Township may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

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

3.3 Notification

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the Township and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting of the outcome of the procurement process.

3.3.2 Procurement Protest Procedure

If a bidder wishes to challenge the RFT process, it should provide written notice to the RFT Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- a) A clear statement as to which procurement the bidder wishes to challenge.
- b) A clear explanation of the bidder's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome.
- c) The bidder's contact details, including name, telephone number, and email address.

The Township will send an initial response to acknowledge receipt of the bidder's notice and indicate the date by which the Township will provide the bidder with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Township may disqualify a bidder for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a conflict of interest, as defined in the *Procurement Policy 2020-076*, as amended.

3.4.2 Disqualification for Prohibited Conduct

The Township may disqualify a bidder, rescind a notification of selection, or terminate an Agreement subsequently entered if the Township

determines that the bidder was engaged in any conduct prohibited by the RFT.

3.4.3 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in Section 8 – Conflict of Interest (Appendix D).

3.4.4 Bidder Not to Communicate with Media

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

3.4.5 No Lobbying

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

3.4.6 Illegal or Unethical Conduct

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

3.4.7 Supplier Suspension

A bidder shall be excluded from eligibility to submit, or a submitted bid will be summarily rejected, where the Chief Administrative Officer, and the applicable Executive Leadership Team Member agree, in their absolute sole discretion that one of the following circumstances has occurred:

- a) The Bidder is currently or, has within the last two (2) years, been involved in litigation with the Township of South Stormont, its elected officials, officers, or employees.
- b) The Bidder has failed to pay any amount owed to the Township when due.
- c) There is documented evidence of poor performance and/or non-performance.
- d) The Bidder within the last two (2) years has withdrawn its bid after bids have been opened by the Township.
- e) The Bidder is in breach of the Township Procurement Policy 2020-076, as amended.
- f) The Bidder has been convicted of a criminal offence, including but not limited to fraud, theft, or any other offence that, in the opinion of the Township, could adversely affect the bidder's integrity, reliability, or ability to perform the Agreement.
- g) The Bidder has been convicted of a criminal offence pursuant to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the bidder for the health and safety of its workers, Township employees, or the public.
- h) The Bidder is bankrupt or insolvent.
- i) The Bidder has made a false declaration(s) and/or has committed acts or omissions that adversely reflect on the integrity of their bid.

3.5 Confidential Information

3.5.1 Confidential Information of the Township

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

- a) Is the sole property of the Township and must be treated as confidential.

- b) Is not to be used for any purpose other than replying to this RFT and the performance of the Agreement.
- c) Must not be disclosed without prior submitted authorization from the Township.
- d) Must be returned by the Bidder to the Township immediately upon the request of the Township.

3.5.2 Application of Municipal Freedom of Information and Protection of Privacy Act

By submitting a bid, the Bidder agrees that any and all information contained in its bid will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial, or labour relations information. The Information and Privacy Commissioner (IPC) has held that unit pricing, quantities, and extended prices arising out of competitive procurement are records that a municipality may not refuse to disclose pursuant to Section 10 of MFIPPA. Accordingly, the Township reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the bidder, in submitting its bid, hereby consents to such disclosure.

3.6 Reserved Rights and Limitations of Liability

3.6.1 Reserved Rights of the Township

The Township reserves the right to:

- a) Make public the names of any or all bidders.
- b) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT.

- c) Request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid.
- d) Assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process.
- e) Reject a bid that contains abnormally low or unbalanced pricing.
- f) Waive formalities and accept bids that substantially comply with the requirements of this RFT.
- g) Verify with any bidder or with a third party any information set out in a bid.
- h) Check references other than those provided by any bidder.
- i) Disqualify a bidder, rescind a notice of selection, or terminate a Agreement subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process.
- j) Select a bidder other than the bidder whose bid reflects the lowest cost to the Township.
- k) Cancel this RFT process at any stage.
- l) Cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- m) Accept any bid in whole or in part.
- n) Reject any or all bids.

These reserved rights are in addition to any other expressed rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

- a) Neither the Township nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity, or for any other claim; and
- b) The bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or loss of opportunity by reason of the Township's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Insurance

Within (ten) 10 business days of notification of award the successful bidder shall provide the Township with a Certificate of Insurance (COI) in compliance with insurance requirements stipulated below. A valid copy of the COI shall be in the Township's possession at all times.

3.7.1 Commercial General Liability

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than **\$5,000,000 per occurrence / \$5,000,000** annual aggregate for any negligent acts or omissions by the bidder relating to its obligations under this agreement. Such insurance shall include, but not be limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; Owners and Contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability, and severability of interest clause. Such

insurance shall **add the Township of South Stormont as an Additional Insured** subject to a waiver of subrogation in favour of the Township with respect to the operations of the bidder.

If applicable, the Commercial General Liability insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings, or land arising from:

- a) Removal or weakening of support of any property, building, or land whether such support is natural or otherwise.
- b) Use of explosives for blasting. Vibration from pile driving, or caisson work, if **minimum coverage for any such loss or damage is \$5,000,000.**

3.7.2 Contractor's Equipment Floater

Contractor's Equipment Floater, the contractor shall provide and maintain coverage for all equipment used in the project during the term of this Agreement. Coverage will be provided, on a broad form basis for construction machinery, equipment, tools, and stock that will be used by the Contractor in the performance of the Work. The coverage will also include rental expense.

3.7.3 Workplace Safety and Insurance Board

Within ten (10) business days after notification of award by the Township the successful bidder shall provide to the Township a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful bidder shall maintain its good standing and shall provide to the Township current Certificates of Clearance throughout the duration of the Agreement.

[End of Part 3]

Appendix A – Form of Agreement

TOWNSHIP OF SOUTH STORMONT

CONTRACT 27-2026

THIS AGREEMENT made this _____ day of _____, 2026

BETWEEN: **THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT**

(hereinafter called the “Township”)

Of the First Part

- and -

(hereinafter called the “Contractor”)

Of the Second Part

WHEREAS the Township issued a request for tender for the **Construction of Waste Transfer Facility Retaining Wall** (the “RFT”);

AND WHEREAS the Contractor submitted a response to the RFT dated the 15th day of September 2026 (the “Tender”);

AND WHEREAS the Township has agreed to accept the Tender of the Contractor and enter into the Agreement for the completion of the Work called for under the RFT under terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained hereafter, the parties agree as follows:

1. **Interpretation.** Capitalized words and phrases shall have the meanings given to them herein and any capitalized words and phrases not defined herein shall have the meaning given to them in the RFT.
2. **Project.** The work to be completed by the Contractor (the “Work”) includes all of the labour and materials and products required for the project as defined in the RFT.
3. **Schedule.** The Contractor agrees to commence the Work immediately and to complete the Work and the Project by no later than the **30th** day of **October 2026**.

4. **Contract Documents.** The provisions herein and following are the Agreement documents that form part of the agreement between the Township and the Contractor in respect of the Project and Work and collectively are referred to as the "Agreement":

- (a) the RFT, including any Addendums thereto;
- (b) the Ontario Provincial Standards for Roads and Public Works OPSS MUNI 100 or other Ontario Provincial Standards referred to in the RFT (the "OPSS Standards")
- (c) this Agreement; and
- (d) the Tender.

In the event of a conflict between the terms herein and the RFT, the OPSS Standards and the Bid, the priority for interpretation shall be (1) the RFT, (2) the OPSS Standards, (3) the Agreement and (4) the RFT.

5. **Contract Price.** The contract price shall be the sum of _____, which price is the all-inclusive, together with Harmonized Sales Tax ("HST") of _____, which makes the total amount, plus HST of _____, (the "Contract Price"). Payment terms shall be set out on the RFT and if not, as set out in the OPSS Standards.

6. **Turnkey.** The Contractor acknowledges and agrees that the Project is a turnkey Project and that the Contract Price shall include the cost of labour, materials and equipment and all other costs associated with the engineering, design, construction and installation of the Project. There shall be no claim for extras or additional costs, including costs due to unknown or undisclosed conditions and all risks with respect to additional costs, including extras, shall be with the Contractor.

7. **Supervision.** The Contract Administrator identified in the RFT, if any, shall provide all necessary supervision and be at the place of the Work while the Work is being performed. The Contract Administrator shall not be changed without the approval of the Township.

8. **Subcontractors.** The Contractor shall: enter into contracts or written agreements with its subcontractors, including those identified in the list submitted by the Contractor to the Township pursuant to the RFT; incorporate the terms and conditions of this Agreement into all contracts or written agreements with such subcontractors or suppliers; be fully responsible to the Township for the acts and omissions of the subcontractors, suppliers and of persons directly or indirectly employed by them or contracted by them as well as for the acts and omissions of persons directly employed by the Company; and, obtain the Township's written approval of any changes to the subcontractors or suppliers in accordance with the RF.

9. **Damage.** The Contractor acknowledges the Contractor will be responsible for any damage

caused during the provision of described services.

10. **Defective Work.** The Contractor shall promptly remove and replace and re-execute any defective Work that has been rejected by the Township as failing to comply with the terms of this contract, whether defective Work is due to poor workmanship, design, use of defective products or damage due to carelessness, other act or omission of the Contractor or its subcontractors or suppliers.
11. **Labour and Products.** The Contractor shall provide and pay for labour, products, tools, construction machinery and equipment and all other equipment, parts and supplies, water, heat, light, power, transportation or other facilities and services, including design services necessary for the performance of the Work.
12. **Drawings.** The Contractor shall provide design drawings, shop drawings, engineering reports, including stamped engineering reports called for under the RFT and Submission, as the Township may from time to time request.
 - 12.1 The Contractor agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, the Township may use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so and the Contractor hereby grants the Township a royalty-free, non-exclusive and irrevocable license to do so. If an item produced by the Contractor is copyrightable, the Contractor may copyright it, subject to the rights of the Township.
13. **Clean-up.** The Contractor shall maintain the place of work in a tidy condition and free from the accumulation of waste products and debris. The Contractor shall remove waste products and debris and leave the place of work clean and suitable for occupancy by the Township before the completion of the contract.
14. **Changes of Work.** Although this is intended to be a turnkey fixed price contract, in the event that there shall be any change in Work agreed to between the parties, then prior to the performance of such Work, the Contractor shall provide a notice in writing describing the proposed change in the Work to the Township, including a fixed price cost for such changes in Work. The changes in Work shall only proceed if agreed to by the Township and only at the fixed price therein.
15. **Delays.** The Contractor shall only be entitled to be excused from completion of this contract due to delays which are the result of a deliberate act or omission or negligence of the Township or its employees, in which case the contract shall be extended for the reasonable time as agreed to between the Township and the Contractor based on such delays.

16. Default and Termination.

16.1 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate the Agreement, by giving the Contractor or receiver or trustee in bankruptcy Notice in Writing to that effect.

16.2 If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Agreement to a substantial degree and if the Township has given a written statement to the Contractor that sufficient cause exists to justify such action, the Township may, without prejudice to any other right or remedy the Township may have, give the Contractor Notice in Writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the five (5) business days immediately following the receipt of such Notice in Writing.

16.3 If the default cannot be corrected within the five (5) business days or in such other time period as may be subsequently agreed in writing by the parties, the Contractor shall be compliant with the Township 's instructions if the Contractor:

- (a) commences the correction of the default within the specified time,
- (b) provides the Township with an acceptable schedule for such correction, and
- (c) corrects the default in accordance with the terms of this Agreement and with such schedule.

16.4 If the Contractor fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the Township may have, the Township may:

- (a) correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor, or
- (b) terminate the Contractor's right to continue with the Work in whole or in part or terminate the Agreement.

16.5 If the Township is entitled to terminate the Agreement under the provisions herein, the Township shall be entitled to take possession of the Work and the equipment, utilize any documents provided construction machinery and equipment and finish the

Work by whatever reason or method the Township may consider expedient and charge the Contractor for the cost of completion of the Work and any losses suffered by the Township as a result thereof.

- 16.6 If the Township terminates the Agreement, the Township may: withhold any further payments to the Contractor until its liability to the Township is ascertained; recover from the Contractor any loss, damage and expense incurred by the Township by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor); and, set off any amounts owing to the Contractor the amount of any loss, damage and expense incurred by the Township by reason of the Contractor's default.
- 16.7 Any termination of the Agreement by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- 16.8 The Township shall not be responsible to the Contractor for loss of anticipated profit on the cancelled portion or portions of the Project or the Work.
17. **Laws.** The Contractor shall be required to comply with all laws, ordinances, rules, regulations or codes, including the *Ontario Building Code*, *Occupational Health and Safety Act*, applicable to the Work and the Project.
18. **Permits.** The Contractor shall obtain and pay for all building permits and other permits, licenses and certificates necessary for the performance of the Work.
19. **Insurance.** The Contractor agrees to maintain the insurance required under the terms of this contract, including specifically the RFT and as provided under the Submission for the entire term of the contract. The Township shall be named as an additional insured throughout the period of the contract. A certificate of such insurance will be provided prior to the Commencement of the Work.
20. **Bonding.** Prior to the commencement of the Work, the Contractor shall provide to the Township the surety bonds and other security required under the terms of the contract, including the RFT, the OPSS Standards and Proposal which shall be maintained throughout the term of the contract in good standing.
21. **Environmental.** The Contractor shall be responsible for compliance with all environmental rules, laws, ordinances and regulations, shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that property is not injured or damaged or destroyed as a result of exposure to or the presence of toxins or hazardous materials or substances, including all requirements relating to the storage disposal and rendering harmless of toxins or hazardous substances or materials. The Contractor shall indemnify

and hold harmless the Township , its agents, servants and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, including penalties and fines arising out of or resulting from exposure to or the presence of toxins or hazardous substances or materials during the performance of the Work and construction of the Project.

22. **Consequential Damages.** Under no circumstances shall the Township be exposed to, nor shall the Contractor make any claim against the Township for consequential damages or indirect damages, including loss or damage to profit, reputation or revenue.
23. **Warranties.** The Contractor is to supply all warranties required under the terms of the RFT and OPSS Standards to the extent not set out in the RFT:
 - (a) If none set out in the RFT or OPSS Standards, there shall be warranty all Work as from defects in workmanship, design and materials and shall be fit for the purpose intended and meet the specifications for a period of twenty-four (24) months from final completion.
24. **Replacement Personnel.** None of the key personnel identified in the Submission or any subcontractors or other Contractors identified in the Submission may be substituted without the prior written consent of the Township not to be unreasonably withheld.
25. **Notices.** Any notices required or desired may be sent by email, fax, personal deliver or registered post addressed to the parties as follows:
 - (a) To the Township at: 2 Mille Roches Road, Long Sault, ON K0C 1P0
 - (b) To Contractor at: _____

Any notice sent by prepaid registered post shall be deemed to be received on the second business day following the posting thereof.

26. **Confidentiality of Information.** Except as required by the Municipal Freedom of Information and Protection of Privacy Act, the Township and the Contractor shall keep confidential all matters respecting technical, commercial and legal issues relating to or arising out of the Work or the performance of this Agreement and shall not, without the prior written consent of the other, disclose any such matters, except in strict confidence, to its directors, officers, employees, agents, subcontractors and professional advisors on a need to know basis. The foregoing restriction does not apply to any information which is or becomes generally available to the public or which is known to such person prior to its receipt of the information from the other Party or which was obtained from any third party

who obtained the information lawfully, and under no obligation of secrecy.

26.1 The foregoing restriction does not apply to the extent disclosure is required by law. To the extent that any information about identifiable individuals is obtained by the Contractor, the Contractor agrees to treat such information in accordance with the standards of the Personal Information Protection and Electronic Documents Act c.5, Statutes of Canada 2000.

26.2 All public communications and advertising of the Project are subject to the prior written approval of the Township.

27. OPSS Standards It is intended that many of the provisions herein may already be covered by the RFT or the OPSS Standards and in greater detail. To the extent that any matter contained in this Agreement is dealt with in greater detail in the RFT or the OPSS Standards or there shall be a conflict between the terms of this Agreement and the RFT or the OPSS Standards, the terms of the RFT shall govern first, the terms of the OPSS Standards shall govern second and the terms of this Agreement shall govern third.

28. General

28.1 *Survival.* Upon delivery of a notice of termination, this Agreement shall thereupon be terminated and all rights and obligations of the parties under this Agreement shall cease, subject to any obligations outstanding as of the date of such termination. Notwithstanding the foregoing, all obligations of the parties which, by their nature, require performance or fulfilment following the expiry or sooner termination of this Agreement, shall survive the expiry or sooner termination of this Agreement.

28.2 *Relationship.* The relationship of the parties shall be that of independent contractors. Neither party nor its agents will have authority to make any agreement or incur any liability on behalf of the other party, except as set forth in this Agreement.

28.3 *Successors and Assigns.* This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that the Contractor may not assign the Contract in whole or in part without the written approval of the Township which the Township may withhold in its discretion.

28.4 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

28.5 *Waiver.* No waiver of any breach of any term or provision of this Agreement shall be

Appendix B – RFT Particulars

1. Deliverables

The Township of South Stormont is seeking qualified and experienced bidders for the construction of a reinforced concrete retaining wall system at the South Stormont Waste Transfer Facility located on 16181 County Road 29. The work includes the supply of all labour, materials, equipment, supervision, and incidentals required to complete the project in accordance with the Agreement drawings and specifications. The scope of work generally includes project mobilization and demobilization, utility coordination and locates, supply and installation of reinforcing steel, construction of reinforced concrete footings and retaining walls, construction of a concrete apron, installation of handrail systems, installation of concrete insulation, restoration of disturbed areas, insurance, shop drawings, scheduling, environmental protection measures, and project administration services required to deliver a complete and fully operational retaining wall system.

2. Material Disclosures

N/A

3. Mandatory Submission Requirements

A. Confirmation of Health and Safety Policy (Appendix D)

Bidders shall confirm compliance with the safety requirements as set out in the Health and Safety Policy (Appendix C) by checking the box to confirm acknowledgement (Appendix D).

B. Submission Form (Appendix D)

Each bid must include a completed Submission Form (Appendix D) completed by an authorized representative of the bidder.

C. Pricing

Each bid must include pricing information that complies with the instructions set out in Appendix D and ensure completion of Itemized Bid Form and Pricing.

D. Sub-Contractor(s)

The bidder shall identify in the table outlined in Section 11 (Appendix D) the Sub-Contractor(s) to be employed in this agreement for each sub-trade. Only one subcontractor shall be named for each part of the work to be sublet.

If the successful Bidder wishes to substitute a subcontractor other than the one named in their bid submission for a specific item of work, they shall submit documentation to the Township pertaining to the proposed subcontractor's experience and competence to carry out the Work. Employment of the proposed subcontractor on the work is subject to the written approval of the Township.

4. Other Requirements

A. Regulations

The successful bidder shall, if applicable, abide by the requirements of the Industrial Standards Act, the Employment Standards Act, and any other Acts or By-Laws which are relative to the performance of the Work.

B. Loading of Motor Vehicles

Where a vehicle is hauling material for use in the Work, upon a public highway and where motor vehicles registration is required, the bidder shall not cause or permit such vehicle to be loaded in excess of the legal limit as specified in the Highway Traffic Act. This requirement applies whether the vehicle is registered in the name of the bidder or otherwise.

5. Precondition of Award

A. Insurance

Completed insurance requirements as outlined in Section 3.7 (Part 3 – Terms and Conditions of the RFT Process).

B. Ministry of Labour Form 1000

Pursuant to Section 5 of the Regulation for Construction Projects made under the Occupational Health and Safety Act, the contractor, prior to the commencement of work, shall provide a completed Form 1000.

6. Accessibility

The bidder(s) shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act 2005, S.O. 2005, Chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The bidder(s), when applicable, shall ensure that its employees, agents, volunteers, and representatives receive training regarding the provision of the goods and services to person with disabilities. The bidder(s) acknowledges that the Corporation of the Township of South Stormont, in deciding to purchase goods or services through its procurement process, are required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

7. Price Evaluation Method

Price evaluation will be based on sum of the total of all items listed excluding HST.

Instructions on How to Provide Pricing

- A.** Bidders shall submit their pricing information by completing section 4 – Itemized Bid Form and Pricing (Appendix D).
- B.** Rates must be provided in Canadian dollars, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- C.** Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-

delivery inspection charges, and all other overhead, including any fees, or other charges required by law.

8. Description of Work

A. General Notes

- I. All quantities are approximate and subject to increase or decrease at the discretion of the Director of Infrastructure Services or designate.
- II. All work contained within this RFT shall be completed prior to **October 30, 2026**.

B. Special Provisions

Item #01: Mobilization/ Demobilization

This specification covers the requirements for the Contractor's mobilization and demobilization and shall apply to all components of the Agreement.

Mobilization and Demobilization shall consist of the following items and/or procedures:

- Transportation of equipment
- Provision of Bonds and Insurance
- Provision of initial construction schedule and updates as requested.
- Stakeout of existing utilities and services
- All required notifications / communications with property owners, public, and agencies
- Attendance at preconstruction and site meetings
- Set up of appropriate sanitary facilities.
- All required measures for securing the site.
- Demobilization includes removal of all material and equipment.

Payment for this item shall be made as follows:

- a) 75% for mobilization.
- b) 25% for demobilization.

Measurement for payment of this item shall be by the Unit Lump Sum.

Item #8: Concrete Insulation

SCOPE

This section covers the requirements for the installation of concrete insulation. The provisions of OPSS 904 shall apply except as amended hereafter.

904.09

MEASUREMENT OF PAYMENT

904.09.02

Actual Measurement

Section 904.09.02 is amended by the addition of the following;

Measurement of placed insulation shall be by linear meter.

Appendix C – Health and Safety Policy

PROTECTION OF PUBLIC

The bidder shall provide adequate warning signage, devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the bidder to give advice and reasonable protection, safety and warning to pedestrian and vehicular traffic in all area(s) affected by the Agreement.

HEALTH AND SAFETY POLICY

The bidder shall provide the Township, within ten (10) calendar days after notification of award by the Township a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the Work to be performed where applicable. If the firm does not have written procedures relevant to the Work, then the firm shall be expected to abide by the Township's safety procedures in addition to the Occupational Health and Safety Act.

THE OCCUPATIONAL HEALTH AND SAFETY ACT

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act (the "OHSA"), shall be designated as the Constructor for this project and shall assume all of the responsibilities of the "Constructor" as set out in the OHSA and its regulations. The foregoing shall apply notwithstanding that the Contractor has been referred to as the "Contractor" in this and any other related document.

- a. The Contractor acknowledges that they have read and understood the Occupational Health and Safety Act (RSO 1990, as amended).
- b. The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder, and, in particular (without limiting the generality of the foregoing) the provisions regarding the obligations and responsibilities of the "Constructor".
- c. The Contractor agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said

Occupational Health and Safety Act including, but not limited to the legal fees incurred by the Township.

- d. The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.
- e. The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its subcontractors, may result in the immediate termination of the agreement.
- f. The Contractor shall allow access to the Work site on demand to representatives of the Township to review work sites to ensure compliance with the Occupational Health and Safety Act, but no such review shall relieve the Contractor from its responsibilities as Constructor.
- g. The Contractor agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its subcontractors shall entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Contractor under the agreement or under any other agreement whatsoever.
- h. The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents, devices, or equipment producing or emitting physical agents 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 Ontario Occupational Health and Safety Act and shall provide appropriate Safety Data Sheets for these substances used for the performance of the required Work, all prior to the performance of the Work.

- i. When hazardous materials, physical agents, and/or designated substances are used in the performance of the required Work, the selected Contractor shall ensure that the requirements of the Ontario Occupational Health and Safety Act and associated regulations are complied with.
- j. The Township reserves the right to terminate the agreement without obligation for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations, or other applicable legislation.
- k. The Contractor shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Contractor shall not obstruct any street, thoroughfare, or foot walk longer or to a greater extent than necessary.
- l. The Contractor shall take all reasonable precaution necessary to ensure the safety of the workers and the general public, particularly children who may play in the area of Work.

WORKPLACE SAFETY AND INSURANCE BOARD

Within ten (10) calendar days after notification of award by the Township the successful bidder shall provide to the Township a Certificate of Clearance from the Workplace Safety and Insurance Board. The successful bidder shall maintain its good standing and shall provide to the Township current Certificates of Clearance throughout the duration of the Agreement.

ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE, DISABILITIES ACT.

It is the bidder's responsibility to ensure that they and all sub-contractors hired under this agreement are in full compliance with all accessibility regulations including Section 7 of Ontario Regulation 191/11, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Appendix D – Submission Form

1. Bidder Information

Please fill out the following form, naming one person to be the bidders contact for the RFT process and for any clarifications or communication that may be necessary.

Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if available):	
Bidder Contact – Name and Title:	
Bidder Contact Phone:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the RFT documents, has a clear, and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the RFT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT. The bidder confirms that it has factored all the provisions of Appendix

A, including insurance and indemnity requirements, into its pricing assumptions, and calculations.

4. Itemized Bid Form and Pricing

Item No.	OPSS, SP	Item Description	Unit	Quantity	Unit Price (\$)	Total Bid (\$)
1	SP	Mobilization & Demobilization	LS	1		
2	905	Reinforcing Steel	LS	1		
3	904	Installation of Concrete Retaining Wall, Footings	m ³	111		
4	904	Installation of Concrete Apron	m ²	368		
5	908	Installation of Handrailing	m	70		
6	904, SP	Concrete Insulation	M	70		

The Township of South Stormont has the right to eliminate any or all sections of the project (in the itemized bid form) at any time after RFT Closing without penalty.

The Bidder hereby offers to complete the work specified for RFT No. 27-2026 for the following prices:

Sub-Total	\$
HST	\$
TOTAL COST	\$

5. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Township prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

6. Communication with Competitors

For the purposes of this RFT, the word "competitor" includes any individual or organization, other than the bidder, whether or not related to or affiliated with the bidder, who could potentially submit a response to this RFT.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the bidder declares that:

- a. It has prepared its bid independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - i. Prices.
 - ii. Methods, factors, or formulas used to calculate prices.
 - iii. The quality, quantity, specifications, or delivery particulars of the Deliverables.
 - iv. The intention or decision to submit, or not to submit, a bid.
 - v. The submission of a bid which does not meet the mandatory technical requirements or specifications of the RFT.
- b. It has not disclosed details of its bid to any competitor, and it will not disclose details of its bid to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the bidder has communicated or intends to communicate with one or more competitors about this RFT or its bid, the bidder discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

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

8. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in the RFT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Township within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

Otherwise, if the statement below applies, check the box.

- ☐ The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

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

10. Bid Irrevocable

The bidder agrees that its bid shall be irrevocable for the Irrevocability Period specified in the RFT, running from the moment the Submission Deadline has passed.

11. Health and Safety Policy Acknowledgement

- ☐ The Bidder acknowledges that they have read, understood, and agree to comply with the Township's Health and Safety Policy contained in Appendix C. By checking this box, the Bidder confirms their acceptance of and commitment to adhering to the requirements, obligations, and standards outlined therein.

12. List of Sub-Contractors

The bidder shall identify in the table below the Sub-Contractor(s) to be employed in this agreement for each sub-trade. Where the bidder proposes to complete the work specified, the contractor must indicate "By Own Forces" in the space provided. Failure to fully disclose all information requested may result in rejection of the bidder's submission.

SUB-TRADE	PROPOSED SUBCONTRACTOR

13. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Township, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFT in accordance with the terms of this RFT.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the company.