



Invitation to Tender
For
Menore Bridge Rehabilitation

Invitation to Tender No.: **2025-02**

Issued: **February 25, 2025**

Submission Deadline: **March 28, 2025, 4:00 PM, local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by Loyalist Township (the “Township”) to prospective bidders to submit bids for the **Menore Bridge Rehabilitation**, as further described in Section A of the ITT Particulars (Appendix B) (the “Deliverables”).

The work includes the comprehensive rehabilitation of the Menore Bridge including a concrete deck overlay, new bridge railings, updated guiderail and asphalt paving of the bridge deck and approaches.

This project is subject to Council approval.

The successful proponent agrees to complete the work in its entirety prior to **September 29, 2025**.

1.1.2 Bidder must be Single Entity

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

1.2 ITT Contact

To contact the Township in relation to this ITT, bidders must initiate the communication electronically through the bidding system. the Township will not accept any bidder’s communications by any other means, except as specifically stated in this ITT.

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

Ryan Evans, Corporate Procurement Specialist – procurement@loyalist.ca

Bidders should only contact the ITT Contact where specifically instructed to in this ITT. All other communication in relation to this ITT, up to and including the submission of the bid, must be through the bidding system, as described above.

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

1.3 Contract for Deliverables

1.3.1 Type of Contract

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

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 ITT Timetable

1.4.1 Key Dates

Issue Date of ITT	February 25, 2025
Mandatory Site Visit	March 6, 2025, 10:00 AM local time
Deadline for Questions	March 14, 2025, 4:00 PM local time
Deadline for Issuing Addenda	March 19, 2025, 4:00 PM local time
Submission Deadline	March 28, 2025, 4:00 PM local time
Anticipated Execution of Agreement	April 4, 2025
Irrevocability Period	60 calendar days
Close Brandon Road to Traffic	June 27, 2025
Re-open Brandon Road to Traffic	September 29, 2025

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

1.4.2 Site Visit

A Site Visit is scheduled for March 6, 2025, at 10:00 AM local time at the bridge location on Brandon Road identified in the drawings.

The Municipal Contact Person for the purposes of obtaining site access for this Project is:

Thomas Bertin
Technical Supervisor
tbertin@loyalist.ca
613-386-7351 ext. 188

The purpose of this site visit is to provide Respondents an opportunity to familiarize themselves with the Work and existing conditions. The mandatory site visit is the Bidders only opportunity to inspect the premises.

Attendance at the time and place, specified during the site visit request, is mandatory for all Bidders and is a condition of contract award.

In the event that no potential Bidders or only one potential Bidder attends the site visit, the Township, at their sole discretion, reserves the right to schedule a second mandatory or non-mandatory site visit, to ensure the competitiveness of this procurement opportunity.

No information provided at the site meetings shall be binding unless such information is included in a subsequent Addendum.

As a condition of entering any portion of the site, including without limitation as part of any briefing conducted pursuant to this ITT, the Bidder irrevocably accepts full liability for any and all events arising from, or in connection with, any site access. Further, the Bidder agrees to indemnify the Township, including its servants, agents, representative, and employees, for any loss or damages suffered by the Bidder, the Township, or any third party arising, either directly or indirectly, in contract or in tort, from, or in connection with, any acts or omissions of the Bidder or its servants, employees, agents, and representatives.

1.5 Submission Instructions

1.5.1 Submission of Bids

Bids must be submitted electronically through the bidding system at:

<https://loyalist.bidsandtenders.ca/>

Submissions by other methods will not be accepted.

In the event of any technical issues, bidders should contact the bidding system's technical support.

1.5.2 Bids to be Submitted on Time

Bids must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of bids shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Bidders are cautioned that the timing of submission is based on when the bid is received by the bidding 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, bidders should plan to submit bids well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Bids to be Submitted in Prescribed Format

Bid materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Bids

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

1.5.5 Withdrawal of Bids

Prior to the Submission Deadline, bidders may withdraw a submitted bid through the bidding system.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for the Irrevocability Period, as specified in the ITT Timetable, running from the moment that the Submission Deadline passes.

[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 stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of 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 rights of the Township, be rejected. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix B).

2.2.1 No Amendment to Forms

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

2.3 Stage II – Mandatory Technical Requirements

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

2.4 Stage III – Pricing

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

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the Township may reject the bid. The Township may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Lowest Compliant Bidder

Subject to the Township's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 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 ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix B), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Township and may be waived by the Township.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Township may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the Township.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

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

3.1.2 Bidders to Follow Instructions

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

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

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

The Township may rely on and consider any relevant information from internal or external reference checks and background investigations, check references in addition to those provided or, any other type of information that will aid the Township in its selection.

The Township may, in its sole discretion, reject or disqualify a bid submission if the Respondent provides incomplete, unrepresentative references, or receives unsatisfactory external and/or internal references in a reference check undertaken by Township staff or has engaged in conduct that leads the Township to determine that it would not be in the Township's best interest to accept the Bid.

3.1.6 Information in ITT Only an Estimate

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT 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 ITT.

3.1.7 Bidders to Bear Their Own Costs

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

3.1.8 Bid to be Retained by the Township

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

3.1.9 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. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

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

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing through the bidding system 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 ITT Contact or the bidding system. 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 ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT 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 ITT, such information will be communicated to all bidders by addenda posted in the bidding system. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. 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 and Debriefing

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 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within thirty (30) days of such notification. The ITT Contact will contact the bidder's representative to schedule the debriefing. Debriefings may occur in person at the Township's location or by way of conference call or other remote meeting format as prescribed by the Township.

3.3.3 Procurement Protest Procedure

Any bidder with concerns about the ITT process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the bidder wishes to challenge the ITT process, it should provide written notice to the ITT 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; and
- (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

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

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

- (i) having or having access to confidential information of the Township in the preparation of its bid that is not available to other bidders;
 - (ii) having been involved in the development of the ITT, including having provided advice or assistance in the development of the ITT;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the ITT;
 - (iv) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for 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 above.

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Bidder Communications

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

3.4.5 Bidder Not to Communicate with Media

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

3.4.6 No Lobbying

Bidders must not, in relation to this ITT 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).

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Supplier Suspension

The Township may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Township will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Township in making its final decision.

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 ITT either before or after the issuance of this ITT

- (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 ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the bidder to the Township immediately upon the request of the Township.

3.5.2 Confidential Information of Bidder

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

3.6 Reserved Rights and Limitation 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 ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (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 ITT, consider any other relevant information that arises during this ITT 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 ITT;
- (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 contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

- (j) select a bidder other than the bidder whose bid reflects the lowest cost to the Township;
- (k) cancel this ITT process at any stage;
- (l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or
- (n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the 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 ITT 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 Governing Law and Interpretation

These Terms and Conditions of the ITT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement includes the OPS General Conditions of Contract OPSS. Muni 100 and Supplemental Conditions to the OPSS. Muni 100

OPS General Conditions of Contract will not be reproduced within this document.

Supplemental Conditions to the OPSS. Muni 100 can be found in Appendix F of this ITT document.

FORM OF AGREEMENT

BETWEEN:

Loyalist Township

(referred to as the "Township")

AND:

[*INSERT FULL LEGAL NAME OF Contractor*]

(referred to as the "Contractor")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

ITT 2025-02 – Menore Bridge Rehabilitation,

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement;
- (b) the Tender Itemized Bid;
- (c) the **ITT 2025-02 – Menore Bridge Rehabilitation**, including any addenda, (the "Solicitation Document"); and
- (d) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

Loyalist Township

Signature:

Name:

Title: **Director of Finance/Treasurer**

Date of Signature:

I have the authority to bind the Township.

Loyalist Township

Signature:

Name:

Title: **Chief Administrative Officer**

Date of Signature:

I have the authority to bind the Township.

[Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

APPENDIX B – ITT PARTICULARS

A. THE DELIVERABLES

The work includes the comprehensive rehabilitation of the Menore bridge including a concrete deck overlay, new bridge railing system, concrete curb, concrete repairs, updated guiderail on the approaches and bridge deck waterproofing and paving. Two lifts of asphalt pavement will be placed on the bridge deck and road 4 meters past the bridge approaches. The Removal and reinstatement of road base material from the bridge approaches to the bridge deck.

Any item or service that is obviously necessary to complete any job component must be provided. It is the responsibility of the proponent to bring to the attention of the contact in charge of this project, prior to submitting a proposal; any item which they feel has been omitted from this Invitation to Tender document.

The ITT is comprised of the following documents:

- Appendix D – Special Provisions Menore Bridge Rehabilitation
- Appendix E – Drawings (DWG 1-6) & paving detail sketch amended
- Appendix F – Loyalist Township OPSS Muni 100 Supplementals
- Appendix G – Loyalist Township Supplemental General Conditions
- Appendix H – Consent to Surety

B. MATERIAL DISCLOSURES

1. Loyalist Township's Procurement By-law

Loyalist Township's procurement processes are governed by its' Procurement By-law 2024-54 (<https://www.loyalist.ca/en/council-and-administration/procurement.aspx>). It is the bidder's responsibility to become familiar with and comply with Loyalist Township's By-law.

If the terms of the ITT are more restrictive than the terms of Loyalist Township's Procurement By-law, the terms of the ITT will prevail.

2. Accessibility for Ontarians with Disabilities Act

Loyalist Township is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Loyalist Township will accommodate for a disability, ensuring full and equitable participation throughout the ITT process.

If a bidder requires this ITT in a different format to accommodate a disability, the bidder must contact the Loyalist Township Contact as soon as possible and in any event prior to the Submission Deadline. The ITT and all addenda will be issued in accessible format only to the requesting bidder.

3. Bid Security and Bonding Requirements

The Township may request bid deposits, performance and labour and material bonds. Requests for security documents will be specified under Appendix B – ITT Particulars, Section C. Mandatory Submission Requirements as well as E. Pre-Conditions of Award.

4. Payment Information

Payments

The Township's method of payment shall be electronic funds transfer (EFT)

Any Bidders receiving an award shall complete the Township's EFT payment form as part of the intent to award process.

Unless otherwise stipulated by the Construction Act, the terms of payment shall be twenty-eight (28) days from the date of receipt of the proper invoice at the location specified in the bid documents.

Proper Invoice

In accordance with the Construction Act, the Township will only make payment after receiving a proper invoice, as defined in the Contract. The contract will require a proper invoice to contain, among other things:

1. The successful Proponent's name and address;
2. The date of the proper invoice and the period during which the services or materials were supplied;
3. Information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied, including the correct purchase order number (if applicable);
4. A detailed description, including quantity where appropriate, of the services or materials that were supplied, demonstrating the percentage of the Project completion, and setting out the amount invoiced to date, in a format approved by the Township;
5. The amount payable for the services or materials that were supplied, and the payment terms, setting out the amount invoiced for each described line item on the schedule of values approved by the Township;
6. The name, title, telephone number and mailing address of the person to whom payment is to be sent;
7. An updated Project schedule which reflects the work performed to date, in a format approved by the Township;
8. A certificate issued by the WSIB during the invoice month confirming that the successful Proponent has complied with its obligations to make payments under the insurance plan.

Prices will be subject to verification at any time. The successful Proponent will be required to submit such substantiating documentation as the Township deems necessary to verify pricing on proper invoices.

Delivery of a Proper Invoice

Unless otherwise stipulated in the procurement document, all invoices are to be sent directly to the Contract Administrator.

Holdbacks

Basic holdback

As per the Construction Act the Township will retain a holdback equal to 10 percent of the price of the services or materials as they are actually supplied under the contract until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for. This holdback requirement applies for each contract under which a lien may arise.

Maintenance Security

The Owner shall retain, for the duration of the Warranty Period, two and a half (2.5%) of the value of the Contract as amended. Interest shall not be paid on the Maintenance Security

Certificate of Substantial Performance

The Contractor shall publish a copy of the Certification of Substantial Performance of the Contract, as prescribed by the Construction Act, once in a Construction Trade newspaper within seven (7) days of receiving a copy of the Certificate signed by the payment certifier in accordance with the Construction Act. Where the bidder fails or refuses to publish the Certificate within twenty (20) days of the date of the Certificate, the Owner may publish a copy of the Certificate in a Construction Trade newspaper and deduct the cost thereof from the amount payable under the Contract.

Holdback Release

The expectation is that the Township receives a separate invoice for holdback and Maintenance Security release from the Contractor. Payment will be processed and released as prescribed by the Construction Act.

5. Unbalanced Tenders and Discrepancies

Submissions that contain prices that appear to be as unbalanced as likely to adversely affect the interests of the Township may be rejected as per Part 2 – Evaluation and Award – Stage III - Pricing.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

3. Bid Security - Bid Bond

Each bid must include bid security in the form of an electronically verifiable digital bid bond. The digital bid bond must:

- (a) be in the amount of 10% of the bid price;
- (b) be issued by a reputable surety company authorized to do business in the Province of Ontario;
- (c) identify the “Obligee” as Loyalist Township”; and
- (d) remain valid and in effect for a period of not less than the Irrevocability Period specified in the ITT Timetable.

The digital bid bond must be uploaded in accordance with the instructions in the bidding system and must be accompanied by all instruction details necessary for accessing the verification process.

The results of the verification process must provide a clear, immediate and printable indication that the document uploaded is the true document and has not been altered (including the content, all digital signatures and all digital seals).

The verification may be conducted by the Township immediately or at any time during the life of the bond and at the discretion of the Township with no requirement for passwords or fees.

Bonds failing the verification process will not be considered valid and the bid will be rejected.

Bonds passing the verification process will be treated as original and authentic.

For information regarding digital bid bonds, bidders are encouraged to contact their surety company and refer to the e-bonding information on [Surety Association of Canada's website](#).

Failure by the selected bidder to satisfy all pre-conditions of award and execute the Agreement shall be just cause for the forfeiture of the bid security to the Township.

4. Consent to Surety

Each proposal must include a Consent to Surety (Appendix H) completed and signed by an authorized representative of the Bonding Company.

5. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

The selected bidder must satisfy the following conditions and provide the following information within 10 days of the notice of selection:

No work will be initiated until these requirements are met.

Insurance

The selected bidder must provide Loyalist Township with a Certificate of Insurance acceptable to the Township and, if requested by the Township, certified copies of the insurance policies.

In addition to specific identified insurance coverages under OPS General Conditions, the following coverages will be required:

- (a) **Commercial General Liability insurance** on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 *per occurrence and including products and completed operations liability. The policy is to include the following:
- the Township as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - i. When the procurement is part of a government funding opportunity, the government entity may require to be listed as an additional insured on the Certificate of Insurance
 - contractual liability coverage
 - cross-liability and severability of interests clause
 - employers liability coverage
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with suitable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) **Automobile Insurance** - Automobile Insurance for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000)*.

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

- (c) **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. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.
- (d) **Installation Floater** - Coverage provided to goods (such as building materials or components, tools, or equipment) while in transit, waiting to be installed and as they are being installed.

WSIB

The selected proponent shall provide:

A valid current Clearance Certificate declaring that the selected bidder is registered with the Workplace Safety and Insurance Board (WSIB) and has an account in good standing.

In addition to the indemnification provided by the selected bidder elsewhere in the ITT, the selected proponent agrees to indemnify Loyalist Township and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

Bonding

Performance and Labour and Material Bonds. The selected proponent shall furnish a:

Performance Bond – in the amount equal to one hundred percent (100%) of the total tender price, including Harmonized Sales Tax, to guarantee their faithful performance on this Contract;

and

Labour and Material Payment Bond equal to one hundred percent (100%) of the total tender price, including Harmonized Sales Tax, to guarantee their fulfillment of all obligations in respect of maintenance and payment for labour and materials used on this work.

Where the labour and material bonding and performance bond required herein are also required by the Construction Act, R.S.O. 1990, Chapter C.30, the Contractor shall ensure that such bonds:

- Meet the requirements specified by that Act; and
- Are provided on the form prescribed by Forms, Ontario Regulation 303/18

Construction Act Forms can be obtained from: [Ontario court forms.on.ca/construction-lien-act-forms](http://Ontario.courtforms.on.ca/construction-lien-act-forms).

F. PRICE EVALUATION METHOD

The Township will determine the preferred bidder based on the unit prices, and/or lump sums as stated within the Required Pricing Information not including provisional items.

Instructions on How to Provide Pricing

- (a) Bidders should submit their pricing information by completing the pricing form and including it in their bids.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all 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.

Required Pricing Information

Step 1 - The Pricing Form is available online under Schedule of Prices from the project listing on Bids and Tenders. All items require a unit price response. Do not include HST in any line items.

Quantities are based on Tender Drawings, Details and Notes

- “Spec. No.:-” - refers to the applicable most recent issue of the Ontario Provincial Standard Specifications (OPSS.MUNI) or Ontario Provincial Standard Drawings (OPSD).
- “SP” - refers to Applicable Loyalist Township Special Provision
- “LS” - refers to a Lump Sum bid
- “EA” - refers to each
- “m³” - refers to cubic meters
- “m²” - refers to square meters
- “m” - refers to lineal meters
- “t” - refers to tonnes
- “kg” - refers to kilograms

EXAMPLE OF ONLINE PRICING FORM – DO NOT FILL OUT – SEE STEP 1 ABOVE.

Item No.	Spec. No.	Description of Item	Unit	Estimated Quantity	Unit Price	Amount
A1	SP-01	Mobilization/Demobilization	LS	1		
A2	MUNI 805, SP-02	Environmental Protection	LS	1		
A3	SP-03	General Site Work	LS	1		
A4	706, SP-04	Traffic Control Signing	LS	1		
A5	MUNI 805	Light Duty Silt Fence Barriers	m	160		
A6	MUNI 510	Removal of Steel Beam Guide Rail (Approaches)	m	106		
A7	MUNI 510, SP-05, PQP	Removal of Bridge Railings	m	68		
A8	MUNI 510	Cutting Existing Pavement	m	16		
A9	MUNI 510, SP-06	Removal of Asphalt Pavement	m ²	640		
A10	MUNI 928, SP-07	Access to Work Area, Work Platform, and Scaffolding	LS	1		
A11	MUNI 928, PQP	Scarifying (25 mm Depth)	m ²	140		
A12	MUNI 928, PQP	Concrete Removal – Partial Depth, Type A	m ³	1		
A13	MUNI 928, SP-08	Concrete Removal – Partial Depth, Type B	m ³	1		

A14	MUNI 928, SP-09	Abrasive Blast Cleaning for Overlays	m ²	140		
A15	MUNI 929, PQP	Abrasive Blast Cleaning of Reinforcing Steel	m ²	15		
A16	MUNI 929	Reinforcing Steel Bar (Bars)	Kg	450		
A17	MUNI 905, SP-010	Galvanized Reinforcing Steel Bar (Bars)	Kg	900		
A18	MUNI 905, SP-012, PQP	Galvanized Reinforcing Steel Bar (WWM)	m ²	140		
A19	MUNI 904, SP-013	Dowels into Concrete (15M, 150 Depth)	EA	162		
A20	MUNI 904, SP-013	Dowels into Concrete (15M, 250 Depth)	EA	162		
A21	MUNI 904, PQP	Concrete in Structure (Bridge Curb)	m ³	9.5		
A22	MUNI 904, PQP	Concrete in Structure (End Walls)	m ³	1.65		
A23	MUNI 930, SP-014	Place Concrete Overlay	m ³	8		
A24	MUNI 930	Finish and Cure Concrete Overlay	LS	1		
A25	MUNI 930, SP-015	Concrete Patches, Formed Surface (Fascia/Soffit)	m ³	1		
A26	MUNI 908, PQP	Metal Traffic Barrier (3 Tube)	m	63.2		
A27	MUNI 914, PQP	Waterproofing	m ²	106		
A28-A	MUNI 314, SP-018	Granular A	t	85		
A28-B	MUNI 314, SP-021	Granular B Type II	t	123		
A29	310, SP- 017	Hot Mix HL 3	t	100		
A30	310, SP- 017	Hot Mix HL 8	t	100		
A31	SP-018	Asphalt Joint	m	15.6		
A32	MUNI 721, SP-019	Steel Beam Guide Rail Structure Connections	EA	4		
A33	MUNI 721	Single Rail Steel Beam Guide Rail with Channel	m	60		
A34	MUNI 732	Steel Beam Energy Attenuating Terminal System (MASH SoftStop Terminal System)	EA	4		
A35	MUNI 305	Granular Sealer (Type 1)	m ²	120		
A36	MUNI 206, SP-022, SP-023	Earth Excavation, Grading	LS	1		

APPENDIX C – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the ITT, 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 ITT. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. 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.

5. Communication with Competitors

For the purposes of this ITT, 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 ITT.

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; or
 - (v) the submission of a bid which does not meet the mandatory technical requirements or specifications of the ITT; and
- (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 ITT or its bid, the bidder discloses below the names of those competitors and the nature of, and reasons for, such communications:

6. No Prohibited Conduct

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

7. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the ITT. 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 ITT.

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 ITT.

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:

8. 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 ITT process, including with respect to the evaluation of this bid.

9. Bid Irrevocable

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

10. 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 ITT in accordance with the terms of this ITT.

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX D – SPECIAL PROVISIONS

Available at <https://loyalist.bidsandtenders.ca>

APPENDIX E – MENORE BRIDGE REHAB DRAWINGS

Available at <https://loyalist.bidsandtenders.ca>

APPENDIX F – LOYALIST TOWNSHIP OPSS MUNI 100 SUPPLEMENTALS

Available at <https://loyalist.bidsandtenders.ca>

APPENDIX G – LOYALIST TOWNSHIP SUPPLEMENTAL GENERAL CONDITIONS

Available at <https://loyalist.bidsandtenders.ca>

APPENDIX H – CONSENT TO SURETY

Available at <https://loyalist.bidsandtenders.ca>