

REQUEST FOR TENDER
RFT No. AM-2025-07



KATESVILLE DRIVE BRIDGE REHABILITATION

TENDER CLOSING DATE: Thursday November 6th, 2025 by 2:30 p.m.

**Tenders are to be submitted electronically using Bids & Tenders
Bidding System (Bids and Tenders) ONLY.**

Administrator for this Tender is:

Procurement Services, County of Middlesex
Email: procurement@middlesex.ca
399 Ridout Street North, London ON, N6A 2P1

Tender enquiries are to be submitted **only** through the Bidding System by:
Thursday October 30th, 2025 at 12:00 p.m. EST

1.0 **DEFINITIONS**

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Request for Tender:

- 1.0 **“Administrators”** means the staff administrators of this RFT or their respective designates.
- 1.1 **“Bid” or “Bid submission” or “Tender”** means an offer from any individual, person or entity submitted in response to this RFT in 2025, which is to be held open for the consideration of the Township and may be accepted or denied by the Administrator at the discretion of Township.
- 1.2 **“Bidder”** means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 1.3 **“Bidding System”** means the tool available to Tenders to submit procurement responses to this RFT, which is managed and administered by an independent third party, Bids & Tenders (bidsandtenders.ca).
- 1.4 **“Closing Date and Time”** means November 6th, 2025 at 2:30 p.m. EST.
- 1.5 **“Contract”** means a potential agreement for the rehabilitation of Katesville Drive bridge, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the sole discretion of Council.
- 1.6 **“Council”** means the Township Council for the Township of Adelaide Metcalfe.
- 1.7 **“Form of Tender”** means the Form of Tender document attached on the Tender Documents on the Bidding System of this RFT.
- 1.8 **“Recommendation”** means a recommendation by the evaluation committee of this RFT, which is a recommendation only, and which the Township may approve or disapprove at its discretion.
- 1.9 **“RFT”** means Request for Tender # AM-2025-07.
- 1.10 **“Tender Documents”** means the attached Tender Documents on the Bidding System for this RFT.
- 1.11 **“Township”** means the Corporation of the Township of Adelaide Metcalfe.
- 1.12 **“Upset Limit”** means the amount of the Total Bid identified in a Contractors Tender which is not to be exceeded in the construction of the Whitfield Drain required by this RFT.

2.0 BACKGROUND AND OBJECTIVES OF THIS RFT

- 2.1** The Township of Adelaide Metcalfe (the “Township”) is a lower tier Municipality, as defined by the Municipal Act, 2002, S.O. 2001 c.25, as amended or replaced (“Municipal Act”).
- 2.2** The Township of Adelaide Metcalfe (the “Township”) is seeking Bids from qualified Respondents for the rehabilitation of Katesville Drive bridge.
- 2.3** Bidders shall refer to the separately attached files which forms part of this Tender.
- AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package
 - AM-2025-07 – Contract Drawings

2.4 PROCEDURE AND ADMINISTRATION OF THE RFT

- 2.5 Mandatory Requirements:** Mandatory requirements are expressed in this RFT using terms such as “**must**” or “**shall**” and are followed by the letter (**M**) in section 3 of this RFT. These mandatory requirements will be understood to constitute imperative requirements of the Township with respect to this RFT. Bidders are required to provide a clear response to each mandatory requirement item in their Tender. If a mandatory requirement is not provided in a Tender, that Tender will be considered non-compliant with this RFT and will be unable to be evaluated/scored under the scoring criteria unless the doctrine of substantial compliance is deemed to apply by the Township in its sole and absolute discretion.
- 2.6 Rated Requirements:** Bids will be evaluated and scored in accordance with the scoring criteria set out in section 3.1 of this RFT. “**Rated**” requirements in this RFT are followed by the letter (**R**) in section 4 of this RFT and will be scored under the scoring criteria assessed/scored as set out in section 3.1 of this RFT.
- 2.7 Doctrine of Substantial Compliance:** While it remains the Township’s prerogative in its absolute and sole discretion to exclude any Bid from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, “**Substantive Compliance**” shall mean where the solution proposed or the proposal itself:
- I. accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
 - II. the degree that the Bid is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFT.

3.0 **MANDATORY AND RATED REQUIRMENTS**

There are four (4) mandatory (**M**) requirements for bidding in this RFT, one (1) of which are rated (**R**) in the scoring criteria set out in section 3.1:

a) **Pricing Model (M)(R)**

- i. Complete the **3a “Tender Pricing”** table on the Bidding System. Pricing submitted are to include all costs in association with providing services for this Request for Tender. The Township shall not be billed beyond the pricing submitted in tables 3a unless those additional services/expenses are agreed upon in writing prior to taking place.
- ii. The price submitted for this project shall identify any all taxes that would be required to be paid by the Township of Adelaide Metcalfe, including Harmonized Sale Tax (“HST”), duties and excise taxes, however the cost of taxes must be clearly identified and distinguishable from the overall price.
- iii. Prices quoted shall be for a firm fixed price without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

b) **Form of Tender and Agreement (M)**

Bidders are to complete and submit the **Form of Tender** and **Form of Agreement** documents included in the separately attached file **“AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package”** as part of their Tender Submission.

c) **Tender Security (M)**

Bidders are to refer to the separately attached file **“AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package”** for instructions.

d) **Agreement to Bond (M)**

Bidders are to refer to the separately attached file **“AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package”** for instructions.

3.1 Bids to this RFT will be scored in accordance with the following scoring criteria:

ITEM	SCORING CRITERIA	SCORING WEIGHING
1.	Lowest Compliant Tender Price	100%
100%		

*The lowest Bid or any Bid will not necessarily be accepted. Special consideration may be placed upon the commencement and competition date provided as part of the Bidder's Tender.

4.0 NATURE AND INTERPRETATION OF THIS RFT

- 4.1** This RFT does not commit the staff Administrator of this RFT to making a recommendation to the Township and does not require the Township to approve a Contract with a Bidder. As confirmed by the "Acceptance and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Tender for the roadway reconstruction at Buttery Creek.
- 4.3** In the event that all Bids are rejected by the Township or this RFT is cancelled without the Township passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.
- 4.4** The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not the Township passes a resolution and by-law to enter into a Contract is entirely at the discretion of Township and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the staff Administrator of this RFT, such recommendation is non-binding and is subject to the Township's consideration.
- 4.5** In the event the Township considers but does not approve a recommendation made by the staff Administrator of this RFT for any reason whatsoever and the Township proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of the Township's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any

manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

5.0 ACCEPTANCE AND REJECTION OF BIDS

5.1 The Township reserves the right in its sole and absolute discretion to:

- (a) Make public the names and pricing submissions of any or all Bidders;
- (b) Verify with any Bidder or with a third party any information set out in its Bid;
- (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
- (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;
- (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;
- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to the Township any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the

trade to the contrary nor anything contained in this RFT or herein; and/or

- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

- 5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. The Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township's express or implied rights under this RFT.

6.0 **LEGAL CLAIMS**

- 6.1 No Tender will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by the Township Council.

7.0 **QUESTIONS**

- 7.1 In the event any Tender has clarification question(s) on the requirements for the submission of a Tender pursuant to this RFT or believe that any Mandatory Requirements or rated scoring criteria is not appropriate in the industry or for any other reason, such questions or concerns must be submitted on or before ***Thursday October 30th, 2025 at 12:00 p.m.***, so that they can be considered by the Township in addendum. Answers to all clarification questions or concerns with respect to the submission of a Tender will be provided in an addendum. Only questions requesting clarification on the requirements for the submission of a Tender or expressing concerns will be answered. In the event a Bidder misses the question period deadline and submits a Bid, they will be deemed to understand all requirements of this RFT and to have no objections or concerns with the RFT.

8.0 **ACCOMODATIONS FOR BIDDERS WITH DISABILITIES**

- 8.1 In accordance with the Ontario *Human Rights Code* ("**HRC**"), Ontario's *With Disabilities Act, 2001* ("**ODA**") and *Accessibility for Ontarians with Disabilities Act, 2005* ("**AODA**"), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 8.2 If a Bidder requires this RFT in a different format to accommodate a disability, the Tender must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued

only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

9.0 SUBMISSION OF TENDERS

9.1 Electronic Access to Tender Documents, including Addenda

This RFT is posted on the Bids and Tenders Website, (bidsandtenders.ca). Tender documents are administered through the Bidding System only, which is managed and administered by Bids and Tenders (bidsandtenders.ca), a third party retained by the County of Middlesex on behalf of the Township to manage bids and tenders through the Bidding System from the point of posting of this RFT to the Closing Date and Time. Tenders must be registered in the Bidding System to view the RFT and be notified of Addenda Documents. Amendments to this RFT will be posted to the Bidding System only in the form of Addenda. It is the sole responsibility of each Tender to check the Bidding System often to review any Addenda. The onus is unequivocally on the Tenders to ensure that they have downloaded all Addenda prior to submission of their Tenders, whether they have received notification from the Bidding System or not. Failure to acknowledge Addenda on the RFT Response Form may result in a non-compliant bid and rejection by the Township. The Township is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda which may result from the failure of a Tenders to update their contact information in the Bidding System. Bid submissions must be received no later than the Closing Date and Time.

Disclaimer

The Township makes every effort to keep the information on the Bidding System up to date and correct, and makes no representations or warranties of any kind, express or implied about the completeness, timeliness, accuracy, reliability, suitability or availability with respect to the information contained in the Bidding System for any purpose. Any reliance placed on any materials in the Bidding System is at the 100% risk of the Bidders.

Although every effort is made to keep the Bidding System up and running smoothly, due to the nature of the internet and the technology involved, the Township assumes any responsibility or liability whatsoever for any temporary interruptions to, or unavailability of the Bidding System due to any technical or other issues which are beyond the control of the Township, or for any loss, injury or damage suffered by any party which may result from accessing or using the Bidding System, or from any inability to use or access this website for any reason whatsoever. The Township will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the Bidding System and assumes no responsibility for any damages arising out of the use of the Bidding System.

9.2 Submitting Questions through Bids & Tenders

Questions related to the Tender Documents are to be submitted through the Bidding System only, by clicking on the “Submit Question” button for this specific bid opportunity.

9.3 Electronic Bid Submissions

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Township through the Bidding System. Hard copy submissions are not permitted.

Tenders are cautioned that the timing of their Tender submission is based on when the Tender is RECEIVED by the Bidding System, not when a Tender is submitted, as Tender transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that the Tenders submit their Tenders with sufficient time to resolve any issues that may arise.

Tenders should contact Bids and Tenders Support at support@bidsandtenders.ca, at least twenty-four (24) hours prior to the Closing Date and Time, if they encounter any problems.

The Bidding System will send a confirmation email to the Tender advising that their Tender was submitted successfully. If you do not receive a confirmation email, contact Bids and Tenders Support at support@bidsandtenders.ca.

Tenders may edit or withdraw their Tender submission prior to the Closing Date and Time. However, the Tender is solely responsible to ensure the re-submitted Tender is received by the Bidding System no later than the Closing Date and Time.

If a Tender has submitted a Tender prior to the Closing Date and Time and an Addenda have been issued, the Bidding System will WITHDRAW the Tender submission and the Tender status will change to “INCOMPLETE STATUS” in the “MY BIDS” section of the Bidder’s Bidding System account. The Tender is solely responsible to make any adjustments to their Tender required as a result of the Addenda and ensure that the re-submitted Tender is RECEIVED by the Bidding System no later than the Closing Date and Time.

Late Tenders are not permitted by the Bidding System.

10.0 CONFIDENTIALITY/FREEDOM OF INFORMATION

10.1 The Tender acknowledges that any and all information relating to the business and affairs of the Township which is not a matter of public record is confidential.

- 10.2** All documentation submitted to the Township by Bidders to this RFT is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designed by Township Council to make privacy determinations in accordance with *MFIPPA* for the Township.
- 10.3** All Bids shall be submitted by the Tender on the understanding that the Bids shall become the property of the Township and may be made public by the Township as part of a public Township agenda. Should a Bidder believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Bidder does hereby fully release and hold harmless the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

11.0 POTENTIAL RECOMMENDATION

- 11.1** Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any bid, including the lowest bid, and subject to the Township's sole, unfettered and absolute discretion to award of any potential contract, any recommended Bid shall be the compliant Bid with the lowest price.
- 11.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project.

12.0 CLOSING DATE AND TIME

Tenders must be received by: 2:30 p.m. EST on November 6th, 2025.

AM-2025-07 - Katesville Drive Bridge Rehabilitation

Schedule of Prices

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

* Denotes a "MANDATORY" field

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

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

Table 3a - Tender Pricing

Respondents are to submit amounts directly from the table within the **FORM OF TENDER** on page 16 of the **"AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package"** document.

Prices quoted shall be for a firm fixed price and constitute the Upset Limit without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

Line Item	Description	Amount *
1	Contract Price	
2	Plus H.S.T. 13%	
Subtotal:		

Bid Questions

Per Section "TENDER SECURITY" within the **"AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package"** document, each submission **must** be accompanied by either:

1. A Certified Cheque in the amount of \$20,000.00 delivered to the Township Office (2340 Egremont Drive, RR #5 Strathroy, Ontario, N7G 3H6) prior to the Tender Closing Date and Time.
- or
2. A Digital Bid Bond in the amount of \$20,000.00 and a Agreement to Bond submitted electronically through Bids and Tenders with the Tender Submission.

Failure neither of the above will result in the Tender being rejected for non-compliance.

I have submitted Tender Security per the instructions above and within the Tender documents.

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Form of Tender and Agreement * (mandatory)
- Agreement to Bond * (mandatory)

BONDING UPLOAD SECTION

- Bid Bond (Review Details in “AM-2025-07 – Katesville Drive Bridge Rehabilitation – Tender Package” document)
(optional)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

- 1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- 2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
- 3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
- 4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
- 5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
- 6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- 7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		