

**REQUEST FOR TENDER  
RFT No. AM-2026-04**



TOWNSHIP OF  
**Adelaide  
Metcalfe**

**SINGLE SURFACE TREATMENT**

**TENDER CLOSING DATE:** Thursday April 2<sup>nd</sup>, 2026 by 12:00 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](mailto:procurement@middlesex.ca)  
399 Ridout Street North, London ON, N6A 2P1

Tender enquiries are to be submitted **only** through the Bidding System by:  
Thursday March 26<sup>th</sup>, 2026 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 2026, 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 **“Class 5 Aggregate”** means the material supplied by the Township, which will be made available strictly at the Township Road department yard, as outlined in the attached Location Map in Appendix “C”.
- 1.5 **“Closing Date and Time”** means April 2<sup>nd</sup>, 2026 at 12:00 p.m. EST.
- 1.6 **“Contract”** means a potential agreement to the supply and application of Single Surface Treatment with the exception of the Class 5 Aggregate, on approximately 11 km (77,000 square meters) of road as identified in the Location Map on Appendix “C”, 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.
- 1.7 **“Council”** means the Municipal Council for the Township of Adelaide Metcalfe.
- 1.8 **“Form of Potential Contract”** means the Form of Potential Contract attached to this RFT as Appendix “D”.
- 1.9 **“Location Map”** means the Location Map attached to this RFT as Appendix “C”, which identifies the locations that require the single service treatment.
- 1.10 **“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.
- 1.11 **“RFT”** means Request for Tender # AM-2026-04.
- 1.12 **“RFT Documents”** means Request for Tender # AM-2026-04, inclusive of all of its

Appendices.

- 1.13 “**RFT Response Form**” means the RFT Response Form attached to this RFT as Appendix “B”.
- 1.14 “**Single Surface Treatment**” means the application of all materials necessary to apply the single surface treatment.
- 1.15 “**Special Provisions**” means the special provisions forming part of this RFT as Appendix “A”.
- 1.16 “**Township**” means the Corporation of the Township of Adelaide Metcalfe.
- 1.17 “**Upset Limit**” means the amount of the Total Bid identified in a Contractors Tender which is not to be exceeded in the supply and application of the Single Surface Treatment required by this RFT.
- 1.18 “**Work**” means the application of a single surface treatment on the roads identified in the Location Map attached to this RFT as Appendix “C”.

## 2.0 **BACKGROUND AND OBJECTIVES OF THIS RFT**

- 2.1 The Township is seeking bids from qualified vendors for the supply and application of Single Surface Treatment with the exception of the Class 5 Aggregate, on approximately 11 km (77,000 square metres) of road as identified in the Location Map on Appendix “C”.

The application of the Single Surface Treatment shall include all materials necessary to apply the Single Surface Treatment with the exception of the Class 5 Aggregate, together with all labour, tools, equipment or other items necessary to complete the work in accordance with this RFT and any potential Form of Contract agreed to by resolution and by-law.

The Township shall supply the Class 5 Aggregate with respect to the Work as set out herein and the Class 5 Aggregate will be available at the Township Roads Department yard, as specified in the Location Map attached as Appendix “C”. The aggregate will be loaded into the contractor’s truck by the Township and hauled to the jobsite by the contractor. The price for hauling the aggregate is to be included in the unit price for the application of the aggregate in the **3a.i “Tender Pricing”** table on the Bidding System.

Work is to commence on approximately June 1<sup>st</sup>, 2026 (weather permitting) and to be completed by August 28<sup>th</sup>, 2026.

The contractor shall provide a traffic control plan in compliance with the Construction Act R.S.O. 1990, regulations inclusive of personnel and signage.

One (1) set of steel rollers and one (1) set of rubber tire rollers will be required for the application of the Class 5 Aggregate.

The contractor shall maintain a satisfactory route for traffic and access to private entrances at all times throughout the completion of the Work.

Bidders, in submitting their respective Bids, agree that each of their respective Bids are offers to perform the Work as defined in this RFT at the lump sum price set out in their respective Bid Submission, which they will hold open and honour in the event Council accepts by passing a resolution and by-law to enter into any potential contract with a Bidder.

Bidders, in submitting their respective Bids, acknowledge and agree that in the event a recommendation of a potential contract is made by the staff Administrator of this RFT to Council, that no contract for the application of Single Surface Treatment in Adelaide Metcalfe is formed and that no contract to apply Single Surface Treatment is formed unless a resolution and by-law is passed by Council authorizing a Contract, which Council may or may not pass at its discretion (see Section 4 of this RFT).

If successful, Bidders acknowledge that they are to supply and deliver the Township a five thousand dollar (\$5,000.00) certified cheque as a deposit within seventy-two (72) hours of receiving notice of award.

The successful Bidder shall forfeit the entire deposit if, by sole discretion of the Township, they do not perform their duties as indicated by this Tender or subsequent contractual agreement.

## **2.2 PROCEDURE AND ADMINISTRATION OF THE RFT**

**2.3 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.

**2.4 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.

**2.5 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 REQUIREMENTS**

There are five (5) 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.i “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.i 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) Specification Compliance – Special Provisions (M)**

Bidders Must **(M)** confirm their capacity to adhere to all specifications outlined in Appendix ‘A’, which will be implemented as indicated in the map in accordance with the guidelines in Appendix ‘C.’ To confirm such, Bidders are required to complete the RFT form in Appendix ‘B’ in full, ensuring that all mandatory fields are properly filled and submit the completed form on the Bidding System.

#### **c) References (M)**

Bidders are to provide at minimum three (3) relevant references of similar Scope of Work and Objectives of this RFT that have been completed within the past five (5) years and complete table **3c “References”** in the Bidding System. Municipalities that have similar attributes to the Township of Adelaide Metcalfe will receive preference.

**d) Sub-Contractors List (M)**

Bidders are to complete table **3d “Sub-Contractors List”** in the Bidding System.

**e) RFT Response Form (M)**

Bidders are to complete and submit the RFT Response Form in Appendix ‘B’ as part of their Tender Submission on the Bidding System.

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

<i>ITEM</i>	<i>SCORING CRITERIA</i>	<i>SCORING WEIGHING</i>
1.	Lowest Compliant Tender Price of Selected Option	100%
		<b>100%</b>

**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 supply and application of the Single Surface Treatment.
- 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 Municipal 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 March 26<sup>th</sup>, 2026 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**”), *Ontarians 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](mailto: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](mailto: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 Tales & Trails Initiative.

## **12.0 CLOSING DATE AND TIME**

Tenders must be received by: 12:00 o'clock noon EST on April 2<sup>nd</sup>, 2026.

## **APPENDIX "A"**

### **SPECIAL PROVISIONS**

#### **1.0 APPLICATION OF SPECIAL PROVISIONS**

**1.1** The special provisions in this Appendix apply only in the event that council for the Township of Adelaide Metcalfe passes a resolution and by-law to enter into a contract substantially in the form of the Form of Potential Contract attached as Appendix "D". In such event, the special provisions herein are incorporated by reference into any contract.

#### **1.2 STANDARD REQUIRED SPECIFICATIONS**

**1.3** The Work is to be completed Monday to Friday excluding statutory holidays. The Work is to be conducted on the application sites between the hours of 7:00 a.m. and 5:30 p.m. unless rearranged with the Manager of Public Works, in writing.

**1.4** The contractor is required to have a satisfactory Commercial Vehicle Operator's Registration rating. The CVOR rating is to be presented to the Township prior to the commencement of the Work.

**1.5** If at any time, in the opinion of the Public Works Manager or his/her designate, damage is being done, or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the Work, by the contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Public Works Manager and at the contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Public Works Manager.

**1.6** The Township reserves the exclusive right to determine the ratio of equivalency when analyzing, quotes prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

**1.7** All material required for the supply and application of the Single Surface Treatment may be subject to testing by the Township at any point in time throughout the completion of the Work, at its sole discretion, and the material must remain free of contaminants.

**1.8** Where a vehicle is hauling material for use of the Work, in whole or part, upon a public highway and where motor vehicles registration is required for such vehicle the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act R.S.O. 1990.

#### **2.0 HEALTH AND SAFETY**

**2.1** The Contractor shall be responsible for the health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

**2.2** The contractor shall be responsible for the traffic control as per the Ontario Traffic Manual Book 7-Temporary Conditions when working on public road allowances. A copy of a traffic control plan shall be kept on site at all times. The contractor shall maintain suitable barricades, warning lights, and temporary traffic notices, at his/her expense, in their proper position to protect the public, day and night. Flagmen are the responsibility of the contractor when working on the road allowance and when entering or exiting a worksite onto a roadway.

**2.3** The contractor shall be responsible for ensuring that all procedures are followed under the Occupational Health & Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of non-compliance will be issued. The contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health & Safety Act could be caused for the issuance of a stop work order or even termination of the contract.

**2.4** The contractor shall be responsible ensuring that only competent workers are employed on site and that appropriate training and certification is supplied to all their employees.

**APPENDIX "B"**

**RFT# AM-2026-04 RFT RESPONSE FORM**

**SINGLE SURFACE TREATMENT**

1. I/We have read and understand the Township's RFT # AM-2026-04, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to supply and apply the Single Surface Treatment as required under the specifications of this RFT in the event that the Township passes a resolution and by-law approving this Bid.
3. I/We have read and understand that if successful, we are to supply and deliver the Township a five thousand dollar (\$5,000.00) certified cheque as a deposit within seventy-two (72) hours of receiving notice of award.
4. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

HST # \_\_\_\_\_

TELEPHONE \_\_\_\_\_

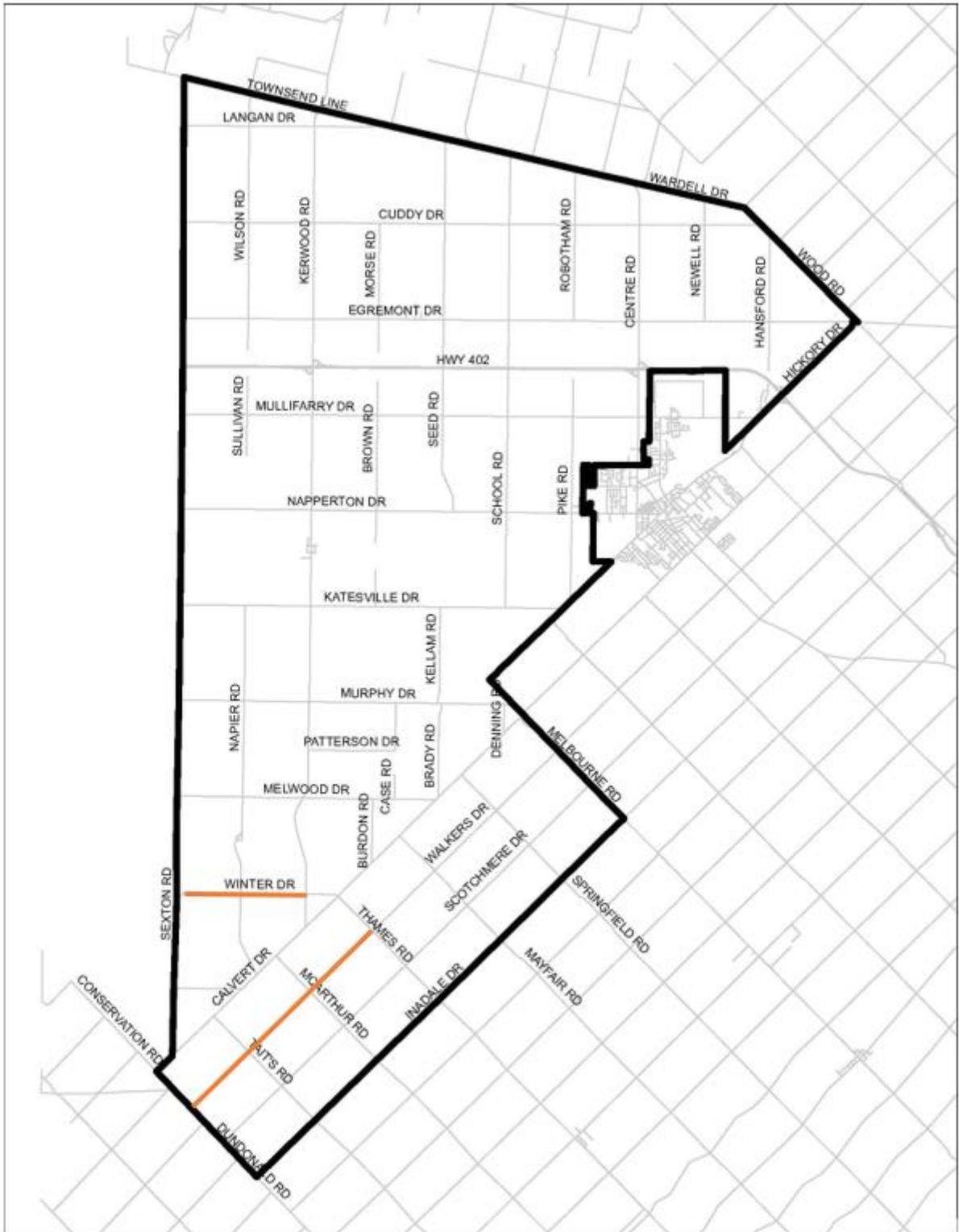
FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

EMERGENCY CONTACT NUMBER \_\_\_\_\_

# APPENDIX "C"

## SINGLE SURFACE TREATMENT MAP 2026



*APPENDIX "D"*

*FORM OF POTENTIAL CONTRACT*

**GOODS AND SERVICES AGREEMENT**

THIS AGREEMENT effective the \_\_\_\_ day of \_\_\_\_\_, 2026.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE  
(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

\_\_\_\_\_  
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

**WHEREAS**, the Company and the Contractor have agreed to engage the Contractor to provide certain prescribed services to the Company for a fixed term as an independent contractor;

**AND WHEREAS**, the Company and the Contractor wish to set out the terms and conditions under which the Contractor will provide the prescribed services during the term of the engagement;

**NOW THEREFORE**, in consideration of the terms and conditions described below the Company and the Contractor agree as follows:

**1. Services Engagement**

1.1 The Company retains the Contractor as an independent contractor to provide the Services described in Schedules "A" and "B" for the charges set out in Article 3.0 hereof, and in accordance with all other terms and conditions of this Agreement. Schedules "A" and "B" are appended to and form part of this Agreement. All personnel of the Contractor who are assigned to perform the Services by the Contractor must be pre-approved by the Company.

1.2 The Contractor shall undertake the Services diligently, in a good, workmanlike and professional manner, in accordance with accepted industry standards, in good faith and in the best interests of the Company. The Contractor shall adhere to all applicable federal, provincial and Township laws and regulations in the provision of the Services.

1.3 The Company acknowledges and agrees that the Contractor may provide the same or similar services to other parties, provided that the provision of services to other parties does not conflict with, or in any manner detract from, the Contractor providing the Services or otherwise undertaking its responsibilities under this Agreement.

## **2. Term and Commitment**

2.1 Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective June 1<sup>st</sup>, 2026 and continue in effect until August 28<sup>th</sup>, 2026 and signed off by the Township, at which time the agreement will cease.

2.2 The Contractor shall perform the services required by this Agreement for the supply and application of the Single Surface Treatment as required under the specifications of this RFT during the term of this Agreement. Due to the unique nature of this agreement, it is understood and agreed that in order to properly perform the job required, the Contractor may have to spend additional time in advance of or beyond the normal work day, and the Contractor agrees to do same as is required from time to time.

## **3. Charges and Payment Terms**

3.1 As complete consideration for provision of the Services, the Company shall pay the lump sum rate of \$----- excluding HST as set out in the Proposal for the supply and application of the Single Surface Treatment as outlined in this RFT. As a Contractor, the Contractor will not be eligible for any benefits offered by the Company.

3.2 The Contractor will be solely responsible for any of its regular business expenses which are independent of this Agreement, including office rent, utilities, telephone, insurance and other of his ongoing expenses. The Company shall also not reimburse the Contractor for costs incurred by the Contractor in performing the Services of this Agreement, including costs of travel, meals and accommodation.

3.3 Payment shall be made in Canadian currency and payable upon signoff from the Township at project completion, within thirty (30) Business Days following receipt of an invoice from the Contractor to the Company prescribing the amount earned and how it was determined. In order to process an invoice, the Company must be provided with the Contractor's HST registration number.

3.4 The Contractor shall be responsible for any tax on the income of the Contractor. Any taxes levied on such income of the Contractor shall be separately identified on any invoice submitted by the Contractor. The Contractor shall remit all taxes relating to the performance of the Services, and shall indemnify and hold the Company harmless for any costs, charges, penalties or other legal liability caused to the Company as a consequence of the non-payment or delay in payment by the Contractor of such taxes.

## **4. Limitation of Liability**

4.1 Save for the gross negligence or willful misconduct of the Company, the Company shall not be liable for any death or injury to the Contractor, its Contractors, agents or subcontractors, or for any damage or loss to equipment or other material of the Contractor in the course of provision of Services or otherwise arising out of this Agreement.

## **5. Termination**

5.1 This Agreement and the contractor relationship between the parties shall be terminated in each of the following circumstances:

- (a) at the option of the Company for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Contractor;
- (b) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor if the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the Contractor's property, or if the Contractor is otherwise unable to carry on business;
- (c) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor by virtue of a material breach by the Contractor of this Agreement or the attached Confidentiality and Proprietary Information Agreement signed by the parties;
- (d) at the option of the Contractor for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Company; or
- (e) by mutual agreement of the parties hereto.

5.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to those provisions intended to survive and remain in effect

## **6. Confidential Information**

6.1 The Contractor acknowledges that, in the course of fulfilling his duties hereunder, it may have access to and be entrusted with confidential information, the disclosure of which could be detrimental to the Company. The Contractor further agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect. Accordingly, the Contractor agrees that it will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall she use, copy, transfer or destroy same, except in the normal course of work hereunder, and thereafter will not disclose or make use of same. The Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer or destruction of any confidential information.

6.2 The Contractor agrees and acknowledges that confidential information includes but is not limited to: work product whether generated by Contractor or others, internal personnel of the Company, contracts, and all information which becomes known to the Contractor, even if such information is not identified confidential if the Contractor knew or ought to have known was confidential. Confidential information does not include the general skills and experience gained during the Agreement which the Contractor could reasonably have been expected to acquire in similar work or that which was publicly known without the breach of this Agreement.

6.3 The Contractor agrees and acknowledges that all documentation containing Confidential Information in the Contractor's possession will be returned to the Company within five days of the termination of the Agreement, or upon request of the Company.

6.4 The Contractor agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either party. Further, the Contractor agrees and acknowledges that

any dissemination of Confidential Information or use of Confidential Information for personal gain will cause the Company irreparable harm that may not be compensated for by damages alone.

6.5 The Contractor acknowledges that any breach or threatened breach of this section by the Contractor will entitle the Company to terminate the Agreement for just cause immediately and without notice, and without compensation in lieu of notice.

## **7. Personal Information Protection**

7.1 The parties acknowledge that in performance of the Services under this Agreement, the Contractor may be provided with or otherwise obtain access to personal information collected, used or disclosed by the Company for business purposes. The Contractor shall not access, use, disclose or otherwise make available any such personal information except as permitted to do so by the Company in undertaking the Services under this Agreement.

## **8. Recourse on Breach**

8.1 The Contractor acknowledges that damages may not be a sufficient remedy for the Contractor's breach or threatened breach of this Agreement. The Contractor agrees that the Company may apply for and obtain any interim relief, including injunctive relief, which relief is in addition to such rights as the Company may have to damages arising from any Contractor breach, or threatened breach, of this Agreement.

## **9. Indemnification**

9.1 The Contractor, at its own expense, will defend and indemnify the Company, its directors, officers, and employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the provision of Services by the Contractor or its breach of this Agreement.

9.2 The Company, at its own expense, will defend and indemnify the Contractor, its directors, officers, or employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the undertaking by the Company of its duties or obligations under this Agreement.

## **10. Dispute Resolution**

10.1 In the event of any dispute arising out of or relating to this Agreement, the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute through mediation. If such mediation fails to resolve the dispute, Consultant and the Company agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, shall be submitted for binding arbitration.

## **11. Assignment**

11.1 This Agreement shall be binding upon the Company, and any successor government into which the Company may hereafter be merged, unified or consolidated. This Agreement may not be assigned by the Contractor.

**12. Entire Agreement**

12.1 This Agreement constitutes the entire Agreement between the Contractor and Company, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship of the Contractor to the Company. This Agreement may not be modified or amended except in writing by the Company with the agreement of the Contractor.

**13. Amendment & Waiver**

13.1 Any waiver, modification or cancellation to this agreement must be in writing and signed by the Parties to have any force or effect.

**14. Severability**

14.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**15. Governing Law**

15.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario.

**16. Titles/Headings**

16.1 All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**17. Notice**

17.1 Any notice required to be given under this agreement shall be delivered personally or by email to the opposite party, or shall be deemed delivered personally four (4) days after depositing in the mail postage prepaid addressed as follows:

**To the Company:** \_\_\_\_\_  
The Corporation of the Township of Adelaide Metcalfe  
2340 Egremont Drive, RR #5 Strathroy, Ontario  
N7G 3H6

**To the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **18. Insurance**

### 18.1 Insurance:

#### a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability (“CGL”) Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof).

The CGL shall contain both cross liability and severability of interest clauses.

#### b) Aggregate Amounts

Where such policies set out in 18.1 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

#### c) Proof of CGL & E&O Insurance

Prior to the commencement of consulting services and at any time upon request of the Client, the Consultant shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .

#### d) Coverage Change by Consultant:

The insurance policies set out in Article 18.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

#### e) Increased Coverage for Project

The Municipality trusts that as a business operator, the Consultant carries appropriate insurance coverage for the Project without increased fees to the Municipality. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Consultant's expense.

#### f) WSIB Certificate

Prior to the commencement of Services, the Consultant shall provide to the Municipality a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Consultant is a sole proprietor, an Independent Operators Ruling is required. The Highest Scoring Respondent shall download the Form that corresponds to the classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit

the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Municipality prior to commencement of the Work. The Highest Scoring Respondent shall maintain such Insurance or pay such assessments as will protect the Highest Scoring Respondent and the Municipality from claims under Workplace Safety and Insurance Act and from any other claims for damage from personal injury (including death), and property damage which may arise from a successful Respondent's work under contract. In the event a successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Municipality.

**19. Independent Legal Advice**

19.1 The Contractor acknowledges that he has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he fully understands the nature of this Agreement, which the Contractor voluntarily enters into.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE TOWNSHIP OF  
ADELAIDE METCALFE**

Per:

\_\_\_\_\_  
\_\_\_\_\_

*I have authority to bind the Corporation.*

**CONTRACTOR**

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Name:**

I have authority to bind \_\_\_\_\_.

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Witness:**

# AM-2026-04 - Single Surface Treatment

**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.

**3a.i - Tender Pricing**

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.i unless those additional services/expenses are agreed upon in writing prior to taking place.

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.

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.

OPSS Spec. No.	Item	Requirement	Units per m2	Surface Area (m2)	Unit Price Per m2 (Excluding HST) *	Total
304 S.P.	Class 5 Aggregate 1/4" Clear	Apply	17 kg/m2	77000		
304 S.P.	H.F. 150S Binder	Supply and Apply	2 l/m2 per application	77000		
Subtotal:						

**Summary Table**

Bid Form	Amount
3a.i - Tender Pricing	
Subtotal Contract Amount:	

**Bid Questions**

Bidders Must (M) confirm their capacity to adhere to all specifications outlined in Appendix 'A' in the Tender document.

Do you confirm that you have the capacity to adhere to all specifications outlined in Appendix 'A' in the Tender document?

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

**3c - References**

Provide at minimum three (3) relevant references of similar Scope of Work and Objectives of this RFT that have been completed within the past five (5) years. Municipalities that of which have similar attributes to the Township of Adelaide Metcalfe will receive preference.

Reference Name *	Contact Name *	Reference Address *	Reference Contact Information (Phone and Email) *	Description of Work Performed *	Project Amount (\$) *	Year Completed *

**Sub-Contractors**

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

**3d - Subcontractors**

The Respondent shall list all sub-contractors that they are proposing to utilize as part of this contract.

If the Respondent wishes to use an alternative contractor not provided in this table at any point they must receive approval from Adelaide Metcalfe prior to any work taking place.

**By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".**

Line Item	Subcontractor Name *	Address *	Phone *	Email *	Scope of Work *
1					
2					
3					
4					
5					

**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.

- Appendix B - RFT Response Form \* (mandatory)

**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 Ontarians 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.		