



The Corporation of the Municipality of Trent Lakes

Bid Call Document

Tender for the Supply and Installation of Chain-link Fencing at Sandy Beach

Tender #: T-02-2021

Tender Closing

Date: Wednesday, May 26, 2021

Time: 10:00:00 a.m. local time

Location: The Corporation of the Municipality of Trent Lakes

760 Peterborough County Road 36

Trent Lakes ON K0M 1A0

Attn: Purchasing Coordinator

Late Bids will not be accepted.

Faxed or E-mailed Bid Submissions will not be accepted.

The Corporation of the Municipality of Trent Lakes reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Bid Call at any time.

Table of Contents

Part A – Information to Bidders	5
1. Intended Use.....	5
2. Location/Delivery.....	5
3. Duration of Contract	5
4. Applicable Document Fees.	5
5. Bid Deposit Requirements.....	5
6. Performance Surety Requirements	5
7. Bidders to Investigate.....	5
8. Tender Award.....	5
9. Inquiry	6
10. Amendments to “Standard Terms and Conditions”	6
Part B – Standard Terms and Conditions.....	7
1. Definitions	7
2. Acceptance of Terms	7
3. No Indemnities from the Municipality of Trent Lakes.....	8
4. Force Majeure	8
5. Conflict of Interest	8
6. Errors and Omissions.....	9
7. Bid Closing Time	9
8. Document Fees.....	9
9. Bid Requirements.....	9
10. Bidder’s Statement of Understanding.....	10
11. Clarification of Bid Documents	11
12. Bid Deposit Requirements.....	11
13. Performance Surety Requirements	11
14. Insurance and Workplace Safety Insurance Board	11
15. Proof of Ability	12
16. Document and Site Review.....	12
17. Mandatory Requirement.....	13
18. Pricing Requirement.....	13
19. Terms of Payment.....	13

20.	Terms of Payment – For Construction Projects.....	14
21.	Delivery	14
22.	Patents and Copyrights	14
23.	Assignment	15
24.	Occupational Health and Safety Act.....	15
25.	Laws, Regulations, Permits, Fees and Licenses	16
26.	Substitutes and Alternatives.....	16
27.	Quantities	17
28.	Samples	17
29.	Quotation/Tender/Proposal Procedures	17
30.	Contract Award	17
31.	Contract Cancellation.....	18
32.	Availability of Labour and Escalation.....	19
33.	Correction of Defects	19
34.	Disclosure	20
35.	Freedom of Information	20
36.	Conflict of Interest and Prohibited Conduct.....	20
37.	Complaints	21
38.	Accessibility.....	21
Part C – Specifications		23
1.	General	23
2.	Locates.....	23
3.	Permits and Approvals	23
4.	Site Preparation and Repairs	23
5.	Beach Access Gate.....	24
6.	Specifications of Fencing	24
7.	Traffic Control.....	24
Part D – Bid Form.....		26
Bidders Information Form		27
Declaration of Accessibility Compliance		28
Acknowledgement Re: COVID-19 Impacts to Contract		29
Schedule of Items & Prices.....		32

Declaration 33
Appendix A – Aerial Image Showing Approximate Fence Location..... 35

Part A – Information to Bidders

1. Intended Use

The Municipality of Trent Lakes is requesting tender submissions for the supply and installation of approximately 144 metres of chain-link fence along Lakehurst Road adjacent to Sandy Beach.

Please see Part C – Specifications for detailed requirements.

2. Location/Delivery

The fence is to be installed F.O.B. to:

The Municipality of Trent Lakes
1221 Lakehurst Road
Lakehurst ON K0L 1J0

3. Duration of Contract

This Contract shall be from the date of signing until October 31, 2021 or completion of the project. The Work is to start no sooner than September 7, 2021 and is to be completed no later than October 31, 2021.

4. Applicable Document Fees.

None required.

5. Bid Deposit Requirements

None required.

6. Performance Surety Requirements

None required.

7. Bidders to Investigate

Bidders must satisfy themselves by personal examination of the site and by such other means, as they may prefer, as to the actual conditions and requirements of the Work.

8. Tender Award

The Municipality intends to award the contract to the Bidder whose Bid best meets the operational needs of the Municipality and represents the best value for the Municipality. This will be determined through an examination of the conformance to specifications

balanced with Total Tender Price. As such the lowest Tender price may not necessarily be accepted.

9. Inquiry

Any questions regarding this Bid Call should be sent to purchasing@trentlakes.ca no later than 10:00 a.m. on Wednesday, May 19, 2021.

Addenda will be issued if clarification is required. The Municipality will be responsible for the issuing of all addenda. Bidders are responsible for checking for Addenda.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality concerning matters regarding this Bid Call. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder's submission.

10. Amendments to "Standard Terms and Conditions"

Where Amendments to the Municipality's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

Lakehurst Road is a County of Peterborough Road located within the Municipality of Trent Lakes. The fence will be located within the County's right-of-way. As such, Part B – Standard Terms and Conditions, Section 24 - Insurance and Workplace Safety Insurance Board is amended to require that both the Municipality of Trent Lakes and the County of Peterborough be named as insured.

Further to Part B – Standard Terms and Conditions, Section 25 – Laws, Regulations, Permits, Fees and Licences, the Municipality advises that it will secure an approved Road Cut Occupancy Permit from the County of Peterborough for the fencing. Any additional permits required by the County will be the responsibility of the Bidder.

Part B – Standard Terms and Conditions

1. Definitions

Bid	An offer or submission from a vendor in response to a Bid Call issued by the Municipality for the purchase of goods and/or services (Quotation/Tender/Proposal).
Bid Call	The document issued by the Municipality in response to which Bids (Quotation/Tenders/Proposals) are invited for the performance of the Work or supply of the equipment, including all associated written addenda.
Bidder	A person(s), firm(s) or corporation(s) who has submitted a Bid.
Company	The person(s), firm(s) or corporation(s) to whom the Municipality has awarded the contract.
Contract	The agreement authorizing the Company to do the Work, the Bid Call, the bonds or security (if any), the company's Bid (Quotation/Tender/Proposal), and change notices, appendices, and addenda (if any), formal contract.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Municipality	The Municipality of Trent Lakes, its successors and assigns.
Notice of Award	Notice provided to the successful Bidder of contract award.
Ranking Bidder	The Bidder(s) whose Bid the Municipality has identified as best meeting the operational needs of the Municipality and that represents the best value for the Municipality.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the Work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the Company.

2. Acceptance of Terms

Each Bidder, by submitting a Bid, represents that the Bidder has read and completely understands and accepts all terms and conditions to those contained in this Bid Call.

Any Bid that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the Municipality's request and shall be rejected.

3. No Indemnities from the Municipality of Trent Lakes

Notwithstanding anything else in the Contract, any express or implied reference to the Municipality providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality, whether at the time of execution of the Contract or at any time during the Term, shall be void and of no legal effect.

4. Force Majeure

Notwithstanding the provisions of the Bid Call, the Municipality shall not be liable for damages or liquidated damages arising from the termination or postponement of any Bid Call released or contract entered into with a Bidder, if and to the extent that its delay in performance or other failure to perform the obligations under the Contract, is the result of an event of force majeure.

Force majeure means an event beyond the control of the Municipality and not involving the Municipality's fault or negligence and not foreseeable. Such events may include, but are not restricted to fire, flood, natural disaster, pandemics, epidemics, plague, and quarantine restrictions.

If a force majeure situation arises, the Municipality shall promptly notify any bidders of such conditions and cause thereof. The Municipality shall at its sole discretion determine whether to terminate or postpone any Bid Call or Contract either released or entered into with a Bidder.

5. Conflict of Interest

The Supplier shall;

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the Municipality, without delay, any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate the Contract, upon giving notice to the Supplier, where;

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;

- b) The Supplier fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

6. Errors and Omissions

The Municipality will not be held liable for any errors or omissions in any part of the Bid Call document. While the Municipality has used considerable effort to ensure an accurate representation in the Bid Call, the information contained in the Bid Call is supplied solely as a guideline for the Bidders. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

7. Bid Closing Time

A complete Bid, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 no later than the specified time and closing date indicated on the cover page of the Bid Call document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Municipality of Trent Lakes time mechanism will be considered the official time when determining exact time of submission.

8. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part A – Information to Bidders, which forms part of this Bid Call document.

9. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the Bid Form supplied by the Municipality. Bid submissions must not be restricted by a statement added to the Bid Form or by a covering letter, or by alterations to the Bid Form supplied unless otherwise provided in the Bid Call document.
- b) Bid submissions shall consist of Part D – Bid Form and all other sections and requirements as requested within the Bid Call. See Part D – Bid Form for documents to be enclosed with a Bid.

- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company.
- f) Adjustments by telephone, facsimile (Fax), email or letter to a Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Bid must withdraw the Bid and/or supersede it with a later submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and Quotation/Tender/Proposal number on the outside of the envelope. Bids received after closing time specified in the Bid Call document will not be considered.
- h) Faxed or E-mailed Bid Submissions are not acceptable.
- i) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipality of Trent Lakes' Office prior to the closing date and time; and/or
 - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - iii. Bid submission is delivered later than the closing date and time.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the Bid Call documents and has carefully examined the Work to be performed under the Contract, if awarded. The Bidder also understands and accepts the said Bid Call documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the Bid Call.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other Bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

11. Clarification of Bid Documents

No officer, agent or employee of the Municipality is authorized to alter orally any portion of the Bid Call documents. During the period prior to submission of Bids (Quotations/Tenders/Proposals), alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Bid (Quotation/Tender/Proposal) was prepared.

The Municipality will issue all written addendum to the Bid Call documents by email to each Bidder or prospective Bidder who has provided an email address. Addendum will also be posted on the Municipal website.

Bidders are required to confirm receipt of each addendum. Although the Municipality will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

12. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each Bid, which must be in the same envelope as the Bid.

See Part A – Information to Bidders, which form part of this Bid Call document.

13. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her Bid, as accepted, may be required by the Municipality within ten (10) working days from the date of request.

See Part A – Information to Bidders, which forms part of this Bid Call document.

14. Insurance and Workplace Safety Insurance Board

The successful Bidder(s) shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable, the Bidder shall carry standard

automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Notice of Award.

Coverage shall be at least \$2,000,000.00 per incident, with the Municipality of Trent Lakes named as insured. Additional coverage may be required.

See Part A – Information to Bidders, which forms part of this Bid Call document for additional requirements.

The successful Bidder will be required to submit proof of Workplace Safety and Insurance Board Coverage, within ten (10) working days of receiving the Notice of Award and shall provide additional certificates as often as is deemed necessary by the Municipality during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board.

Or

The successful Bidder shall provide proof to the Municipality from the Workplace Safety and Insurance Board that the Bidder does not require Workplace Safety and Insurance Board Insurance. If the successful Bidder changes its status with the Workplace Safety and Insurance Board during the term of the Contract such that coverage is required, the successful Bidder shall immediately provide the Municipality with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

15. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed Subcontractor, to perform the Work by the specified delivery date.

16. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Municipality.

See Part A – Information to Bidders, which forms part of this Bid Call document.

The Submission of a Bid shall indicate that the Bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the Bid submitted covers the cost of all the items required in the Contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part C – Specifications, which form part of this Bid Call document.

17. Mandatory Requirement

Submissions must meet all mandatory requirements as contained herein. Submissions that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Municipality. Failure to comply with requirements that are highly desirable may reflect negatively on the Bidder’s ability to perform to the Municipality’s expectations.

18. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the Work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part C – Specifications, which form part of this Bid Call document, the prices bid shall not be subject to adjustment for any cost of the Work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

19. Terms of Payment

Unless progress payments or any alternate terms are specified in the Contract, the contract price may be invoiced after delivery and shall be payable 30 days from the receipt of invoice. The effect of any alternative payment terms, stated clearly in the Bid submission will be considered in the evaluation of bids. The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

20. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety and Insurance Certificate of Clearance and receipt of all “As Built” drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate, the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the Work. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Municipality as warranty surety for the duration of the warranty period.

All payment will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

21. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Trent Lakes Municipal Office unless otherwise noted in the Bid Call document. The Company shall be responsible for arranging its work so that completion shall be as specified in the Contract.

22. Patents and Copyrights

The Company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the Work or any part of the Work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the Work.

If the Work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the Company’s expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

23. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

24. Occupational Health and Safety Act

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

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Municipality's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Municipality's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures whether by the Company or any of its Subcontractors may result in the Company and/or Subcontractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Municipality.

The Company shall allow access to the work site on demand to representatives of the Municipality to inspect work sites to ensure compliance with the Contract and the Municipality's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its Subcontractors will entitle the Municipality to set-off the damages so assessed against any monies that the Municipality may from time to time owe the Company under this contract or any other contract whatsoever.

Where any portion of the Work or services in this Contract is contracted to a Subcontractor, the Company agrees that the provisions of this section will apply to the subcontract and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health and Safety Act and shall provide appropriate Material Health and Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health and Safety Act and associated regulations are complied with.

The Municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

25. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations, and by-laws pertaining to the Work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and Subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Municipality and any other governing body.

26. Substitutes and Alternatives

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a Bid on goods

and/or services other than as specified, the Bidder must furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Municipality. If the Bidder does not indicate that the goods and/or services they propose to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact goods and/or services as described in the Bid Call.

27. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

28. Samples

Samples, when required, must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the Bid, they shall be delivered within three (3) working days following the request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the Contract.

29. Quotation/Tender/Proposal Procedures

Quotations/Tenders/Proposals will be called, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing Policies.

30. Contract Award

The Municipality reserves the right to accept the Bid evaluated to best meet the operational needs of the Municipality and that represents the best value for the Municipality of Trent Lakes.

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Bid Call, and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions.

The Municipality reserves the right to enter into negotiations with the Ranking Bidder if the price bid is over the budgeted amount of the project. Should the Municipality be unable to reach an agreement with the Ranking Bidder, the Municipality reserves the right to enter into negotiations with the next highest-ranked Bidder, or to cancel the Bid Call if, in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

The lowest compliant/highest ranking or any Bid may not necessarily be accepted as the Municipality of Trent Lakes reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Municipality may at any time within that period, without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any Bidder regarding the preparation and submission of bids.

Award of this contract is subject to appropriate funding acceptable to the Municipality.

The Notice of Award to the successful Bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Bidder providing all documentation, security and certifications as required by the Bid Call document within ten (10) working days of the date that the Notice of Award is placed in the mail or delivered to the Bidder.

Notwithstanding and without restricting the generality of the statements above, the Municipality of Trent Lakes shall not be required to award or accept a Bid, and may choose to either cancel the Bid Call or recall the bids at a later date:

- a) When only one Bid has been received as a result of a Bid Call;
- b) Where the lowest responsive and responsible Bidder exceeds the available project budget for the supplies or services;
- c) When all bids received fail to comply with the specifications of the Bid Call terms and conditions;
- d) When a change in the scope of work or specifications is required.

31. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the Work or part thereof. In the event of such cancellation, the Municipality and the Company shall negotiate a settlement:

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company

makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice, terminate the Contract.

- b) If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the Work; or fails to prosecute the Work with the skill and diligence; or assigns or sublets the Contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the contract by the Municipality, as foresaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the contract, it is entitled to:

- i. Take possession of all the work in progress and finish the Work by whatever means the Municipality may deem appropriate under the circumstances;
- ii. Withhold any further payments to the Company until its liability to the Municipality is ascertained;
- iii. Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the Work.

32. Availability of Labour and Escalation

The Bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The Bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their Bid.

33. Correction of Defects

If, at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts

and/or equipment both ways between the Company's factory or repair depot and the point of use.

34. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Municipality for results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the Proposals or any financial information will not be publicly disclosed at the opening.

35. Freedom of Information

All information obtained by the Company in connection with this Bid Call is the property of the Municipality of Trent Lakes and must be treated as confidential. It may not be used for any purpose other than for replying to this Bid Call, and for fulfillment of any subsequent contract. Any Company who requires that the information in its Bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their Bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Municipality of Trent Lakes, please contact the Clerk, Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 (705-738-3800 x 219 or clerk@trentlakes.ca).

36. Conflict of Interest and Prohibited Conduct

The Municipality may disqualify a Bidder for any conduct, situation or circumstances determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in above (Part B, section 5).

The Municipality may disqualify a Bidder, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the Bidder has engaged in any conduct prohibited by this document.

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

Bidders must not, in relation to this document 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).

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 or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting a Bid 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 document.

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, 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;
or
- c) Any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

37. Complaints

Any complaint on the process and procedures as outlined in the Municipality's Purchasing Policy to define the procedures with respect to the procurement of goods and services by The Corporation of the Municipality of Trent Lakes shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a Quotation/Tender/Proposal must be submitted within seven (7) working days of the date of the award.

38. Accessibility

The Municipality of Trent Lakes is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The Company, and all Subcontractors hired by the Company in the completion of the Work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the Company's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the bidders.

Part C – Specifications

1. General

It is the intent of this specification to describe a chain-link fence and its installation along Lakehurst Road adjacent to Sandy Beach. The approximate amount of fencing required is 144m including an approximately 5.7 metre gate. An aerial image showing the approximate fence location is attached as Appendix A.

Sandy Beach is a popular tourist location just outside of the hamlet of Buckhorn, Ontario. The beach fronts onto the busy Lakehurst Road. The intention of the fence is to discourage visitors from stopping on the side of the road to unload or load their vehicles. This is a popular recreation site which demands an aesthetically pleasing and professional appearance.

Any units not conforming to the specifications as outlined will be rejected and it will be the responsibility of the supplier to conform to the requirements. If a Bidder's unit deviates from these specifications, the Bidder must raise that deviation via Inquiry (See Part 1, Information to Bidders, Section 8 of this Bid Call), allowing the Municipality the opportunity to comment on that deviation and, if acceptable to the Municipality, issue an addendum permitting same.

2. Locates

The Contractor shall note that no service locates have been performed and it is the responsibility of the Contractor to locate and protect existing utilities. The Contractor shall provide a copy of valid locates provided to the Municipality before beginning construction.

3. Permits and Approvals

The Contractor shall ensure all necessary approvals have been obtained prior to commencing work.

4. Site Preparation and Repairs

The Contractor shall include in the lump sum price all necessary labour, materials, and equipment to remove trees, branches, shrubs, stumps, rocks, etc. where required.

The Contractor shall make it a priority to preserve the health and location of all trees and shrubs in the work area. Where this is not possible, the Municipality must be informed and approve the removal.

The Contractor shall be responsible for damages to utilities, adjacent property, Municipal property, County Property, persons, etc.

5. Beach Access Gate

The Contractor shall include in the lump sum price, all necessary labour, materials, and equipment for the removal of the existing access gate and posts (gate and hardware are to be retained by the Municipality).

The Contractor shall include in the bid price all necessary labour, materials, and equipment for the installation of a new, approximately 5.7m wide, 1.8m high two-door gate with swing away from the road. The colour of the gate shall match the fencing. The contractor shall also provide provisions for securing the open gate in the form of 2 (one for each door) posts with an outside diameter of approximately 88.9mm with loops for chain or carabineer securement. The gate shall be installed in accordance with applicable Ontario Provincial Standard Specifications (OPSS).

6. Specifications of Fencing

The fence shall be supplied with all standard equipment, hardware, and materials plus all others outlined in this specification if not standard.

For the unit price the Contractor shall supply all necessary labour, equipment, and materials to construct a chain link fence of approximately 144m in accordance with applicable OPSS.

The Municipality intends to purchase using 1.8m high chain link fencing with fencing fabric that is 2" mesh using 9-gauge wire coated gloss black vinyl with terminal posts 88.9mm outside diameter and line posts 60.3mm outside diameter, or equivalent. All parts not specifically mentioned, which are necessary to provide a complete fully erected mesh fencing shall be included in the Bid and shall conform in strength, quality of material and workmanship to what is usually provided by manufacturers.

Work shall comply with all applicable OPSS.

7. Traffic Control

The Contractor shall include in the bid price all labour, equipment and materials to provide adequate traffic control in accordance with applicable regulations and standards.

The Contractor's traffic control plan shall allow access for local traffic within the road section where construction is occurring, including access to private entrance.

The Contractor shall submit a traffic control plan to the Municipality detailing the layout and distances of all signs specific to each work area a minimum of ten (10) days prior to mobilization.

Daily relocation, adjustment and re-installation of damaged and/or missing signs and traffic control devices shall be the responsibility of the Contractor.

Part D – Bid Form

The Corporation of the Municipality of Trent Lakes

760 County Road 36

Trent Lakes ON K0M 1A0

Tender #: T-02-2021

Supply and Installation of Chain-link Fencing at Sandy Beach

Documents to be enclosed with this Bid Form:

- One (1) original and one (1) digital copy (USB stick) of complete Bid**

Part D

- Bidders Information Form**
- Declaration of Accessibility Compliance**
- Acknowledgement Re: COVID-19 Impacts to Contract**
- Schedule of Items & Prices**
- Declaration**

Upon award, an insurance and WSIB certificate will be required

Bidders Information Form

Bidders must complete this form and include with the Bid Submission. Please ensure all information is legible.

Company Name _____

Main Contact _____

Title _____

Address _____

Office Phone _____

Toll Free # _____

Fax # _____

E-mail Address _____

Toll Free # _____

HST Account # _____

Acknowledgement To Receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provisions set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received

Name Signature Date

Declaration of Accessibility Compliance

Company Name _____

Main Contact _____

Title _____

Date _____

I/we acknowledge that as a Contractor/Consultant of the Municipality of Trent Lakes we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all Subcontractors hired by us in completion of our work will also comply with the above Standards.

Name Signature Date

Acknowledgement Re: COVID-19 Impacts to Contract

Background:

- A. The Corporation of the Municipality of Trent Lakes (the “Municipality”) has issued the bid call or other procurement document (the “Call”) to which this declaration is attached (such bid call document and any contract or other arrangement resulting directly or indirectly therefrom, collectively, the “Contract”) to the respondent named below (the “Respondent”);
- A. At the time of the release of the Call, Provincial Orders and precautionary measures are in place in response to the outbreak of the Coronavirus disease (“COVID-19”); and
- B. The Municipality and the Respondent have agreed that, in order for the Municipality to proceed with the Call, the Municipality and the Respondent would enter into this acknowledgement (this “Acknowledgement”);

Acknowledgements & Agreements:

- 1) In consideration of the Municipality continuing with the Call, the Respondent expressly acknowledges, and covenants and agrees in favour of the Municipality, that, in respect of the Call and the Contract:
 - a. Provincial law requires that all businesses (including the activities that will be governed by the Contract) must operate (1) in compliance with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and its regulations, and (2) in compliance with the advice, recommendations and instructions of public health officials, including any advice, recommendations or instructions on physical distancing, cleaning or disinfecting. The Respondent shall comply with the foregoing at all times and shall use commercially reasonable efforts to implement best health and safety practices on an ongoing basis;
 - b. Under no circumstance shall the Municipality, its council, councilors, officials, employees, officers or agents be liable to the Respondent for any indirect, incidental, special or consequential damages, expenses, costs (including cost of labour or materials), liabilities, losses or damages, whatsoever, including loss of anticipated profits, loss of opportunity, lost revenue, or any other commercial or economic loss, or for any delay or termination of the Contract whether arising in tort, statute, equity, contract,

common law, or negligence or any other cause of action that is in any way related to Covid-19;

- c. The Municipality, in its sole discretion, may direct the Respondent to delay or cease its work under the Contract at any time for any reason that is in any way related to Covid-19, in the Municipality's sole discretion;
- d. The Municipality, in its sole discretion, may amend the timelines established in relation to any aspect of the Contract at any time and without prior written notice to the respondents;
- e. The limitations of liability and damages set out in this section are fair and reasonable in the commercial circumstances of the Call and the Contract;
- f. This Acknowledgement is fundamental to the Municipality's decision to consummate the transactions contemplated in the Call and the Contract, and the Municipality would not have agreed to proceed with the Call and/or the Contract but for the Respondent's agreement to limit the Municipality's liability in the manner, and to the extent, provided herein;
- g. The rights of the Municipality in relation to this Acknowledgement are special, unique and of extraordinary character and that, if the Respondent fails or refuses to perform or observe any aspect of this Acknowledgement, the Municipality shall be without an adequate remedy at law;
- h. If the Respondent shall in future make or permit to be made any assertion, including without limitation any commencement or threatening of a legal claim, that this Acknowledgement or any aspect thereof is not enforceable, then:
 - i. this paragraph 4 and paragraph 3 may be raised as an estoppel and complete bar to any such assertion; and
 - ii. any legal claim by, or permitted by, the Respondent based on such assertion would be frivolous, vexatious and an abuse of process; and
- i. Notwithstanding anything to the contrary in herein, in the Call or in the Contract, if the Respondent violates or fails or refuses to perform or observe any aspect of this Acknowledgement, without limiting or waiving in any respect any rights or remedies of the Municipality hereunder or hereafter existing at law, in equity or by statute, the Municipality shall, in addition to any remedy at law for damages or other relief, be entitled to specific

performance of each and every any aspect of this Acknowledgement or to seek any other equitable relief (in each case without the requirement to post a bond or similar indemnity, and without the requirement to prove the inadequacy of monetary damages as a remedy).

- 2) This Acknowledgement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

The undersigned affirms that he/she is duly authorized to execute this Acknowledgement.

Respondent's (Bidder's)
Signature and Seal

Position

Witness

Position

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

This _____ day of _____ 2021

Schedule of Items & Prices

(All unit prices are not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts A, B, C, and D of the Bid Call for the following prices.

The Municipality reserves the right to cancel any or all items.

Supply and Install of Chain-link Fencing

Description	Quantity	Unit	Unit Price	Amount
Site Preparation and Repairs	1	L.S.	\$	\$
Gate Removal and New Installation	1	L.S	\$	\$
Install Chain Link Fence	144	m	\$	\$
Approvals, Locates, Traffic Control, Mobilization	1	L.S	\$	\$
Subtotal				\$
HST				\$
Total Tendered Price Complete				\$

*All prices shown here are in Canadian Currency

H.S.T. Registration # _____

Delivery Date: _____

Declaration

To The Corporation of the Municipality of Trent Lakes, Hereafter called the
“Municipality”:

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true, accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Call Document, including Part A – Information to Bidders; Part B – Standard Terms and Conditions; Part C – Specifications; and Part D – Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) days and prices for as long as stated elsewhere in the Bid Document, and that the Municipality may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Municipality, is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Municipality is fully conditional upon the receipt of said documentation, security and certifications by the Municipality within Ten (10) Working Days. If I/we fail to do so, the Municipality may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this Bid.

Bidder's
Signature and Seal _____

Position _____

Witness _____

Position _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

This _____ day of _____ 2021

Appendix A – Aerial Image Showing Approximate Fence Location

