

REQUEST FOR TENDERS

CONSTRUCTION OF FORBES PARK ACCESSIBLE WASHROOM FACILITY

The Village of Hilton Beach is seeking Bids from experienced contractors to complete the Forbes Park Washroom Facility

|  |  |
| --- | --- |
| **Issued By:**  | Village of Hilton Beach, 3100 Bowker St. P0R1G0 |
| **Issue Date:**  | April 21, 2025  |
| **Bidding System:** | Sealed bids using the forms provided must be submitted to the Municipal Office during business hours, via email to clerk@hiltonbeach.com or mail to: PO Box 25, 3100 Bowker St. Hilton Beach, P0R1G0  |
| **Site Visit:**  | Forbes Park, HWY 548 @ Mariners Way. Visits can be arranged by contacting Elijah Lederman @ 705-987-6334 or publicworks@hiltonbeach.com |
| **Submission Deadline:** | Bids must be received by 2:00 PM ET on May 23rd, 2025  |
| **Questions:**  | Questions related to this RFT must be submitted by email to clerk@hiltonbeach.com.  |
| **Questions Deadline:**  | The Village will respond to questions and requests received up to 2:00 PM ET on May 19th, 2025.  |
| **Successful Bidder Notified:**  | May 30th 2025  |
| **Contract Term:**  | See Part 3 Scope of Work  |
| **Bid and Bond Security:**  | Not required.  |
| **Hold Back**  | a. An amount equal to 10% of the value of the contract will be retained and released in accordance with the requirements of the Construction Act. (30 days if no liens applied)b. An amount equal to 5% of the value of the contract (that is separate from, and in addition to, the holdback prescribed under the Construction Act) to be used as security against the Contractor’s performance of its obligations under GC 12.3 Warranty. (60 days)  |

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**PART 1 – RFT PROCESS**

**1. INTRODUCTION**

1.1. The Village of Hilton Beach is seeking Bids from experienced contractors for the Forbes Park Accessible Washroom Facility project. The project is an apx. 100sq ft., 1-storey washroom facility with a utility closet and a wheelchair ramp. The WASHROOM FACILITY will be located in the Forbes Park parking lot at HWY548/Mariners Way, Hilton Beach.

1.2. The contract is based on CCDC 2 (2020) as detailed in Part 2 of this RFT document. The contract is expected to be established on or around May 15, 2025, and Ready for Take-over Date of October 31, 2025.

1.3. For additional details on the Scope of Work, please review Part 3 (Scope of Work) of this RFT.

1.4 If there is background information useful to Bidders, this is included in Part 4 (Additional Information).

**2. DEFINITIONS**

2.1. In this RFT, a “mandatory requirement” is any requirement imposed on a Bidder in connection with the RFT process described in Part 1 that is qualified by either the term “shall” or “must”. Except as set out in this RFT, a failure to satisfy a mandatory requirement may lead to disqualification of the Bidder’s Bid.

2.2. Capitalized terms have the meanings assigned on the cover page, the body of this RFT or in Schedule 1B (Bid Process Terms and Conditions).

**3. SITE VISIT**

3.1. Site visits can be arranged as per instructions on title page.

**4. BID SECURITY**

4.1 Bid Security not required for this project.

**5. BID CONTENTS AND FORMAT**

5.1. Bids should contain all information and must include the information required by the forms set out in this RFT as follows:

* Financial Bid: See Schedule 1A
* Form of Offer: See Schedule 1A

5.2. Bid documents

Sealed bid documents must be submitted to the Municipal Office @ 3100 Bowker St, Hilton Beach, ON, P0R1G0 or via email to clerk@hiltonbeach.com

5.3. Bidders are advised of the following additional requirements and terms:

* No contradictions, restrictions, qualification or assumptions. The Bid must not contradict, be restricted or qualified in any manner, including, without limitation, with a statement in a covering letter. If Bidders need additional information, or need to validate assumptions, they must request it from the Village before the Questions Deadline specified on the cover page.
	+ Any Bid containing conflicting statements, restrictions or qualifiers may be rejected by the Village as non-compliant.
	+ Any conflicts, restrictions, assumptions and qualifiers appearing anywhere in the Bidder’s submission package may be treated by the Village as null and void and are of no effect.
	+ As a condition of approving the Bid, any such conflicts, assumptions or qualifiers will be removed from the Bid prior to its incorporation into the Contract.
	+ A failure to obtain information to validate any assumptions will be at the Bidder’s risk.
* Bids must be prepared in English.
* No Incorporations by Reference to External Links. Website links or external documents incorporated into a Bid by reference will not be considered to form part of the Bid, will be disregarded by the Village.

**6. ADDENDA**

6.1. Bidders are required to acknowledge receipt of any Addenda by responding to emails for each Addenda and any applicable attachment as provided.

6.2. If a Bidder submits their Bid prior to the issuance of Addenda, the Village will automatically WITHDRAW the Bid and inform the Bidder. The Bidder will be requested to resubmit their Bid.

6.3. The Bidder is solely responsible to:

* make any required adjustments to their Bid;
* acknowledge the Addenda; and
* ensure the resubmitted Bid is received no later than the Submission Deadline.

**7. SUBMISSION OF BIDS**

7.1. Bids must be received by the Submission Deadline specified on the cover page, as may be amended by Addendum**. Failure to ensure a successful on-time Bid submission is at Bidder’s sole and exclusive risk. The village does not assume responsibility for any Bid not entirely received by the Submission Deadline for any reason.**

7.2. A Bid is considered to have been received only if delivered by mail, email, or to an employee at the Municipal Office during business hours, before the submission deadline.

7.3. Mailed and emailed bids will be sent a confirmation email to the Bidder advising that their bid was submitted successfully. If no confirmation email is received, Bidders should contact Myra Eddy at 705-246-2242

7.4. Bids transmitted or delivered to an incorrect location or in any other format than as specified in this RFT will not be considered.

**8. EVALUATION PROCESS**

8.1. The evaluation process consists of the following steps:

**Step1:** Bids will be verified for completeness to ensure all required information is included. If the Village discovers unintended errors of form or administrative omissions which, for clarity, includes, without limitation, the following unintended errors: there is unintended missing administrative information on a form, the Bidder will be given the opportunity to rectify the deficiency within a prescribed period of time. Failure to rectify the error of form or administrative deficiency in the prescribed period of time may lead to disqualification of the Bid. A Bid that does not meet the mandatory requirements in this RFT shall not be considered past this Step.

**Step 2:** The Financial Bids of the Bidders successfully passing Step 1 will be reviewed.

**Step 3:** The Preferred Bidder will be the Bidder that meets the requirements of this RFT that has the lowest priced Bid, unless the Bidder is unknown to the village, the Village may require references. In that case, a form will be provided. References will be scored as a pass or fail. See rules on the Reference Form. If the Preferred Bidder fails this step, the Village will reject that Bidder’s Bid and the next lowest priced eligible Bidder’s references will be contacted.

**9. AWARD OF CONTRACT**

9.1. Preferred Bidder. Subject to satisfactory reference checks, if conducted, the Preferred Bidder will enter into a contract with the Village based on the draft Contract included as Part 2 of this RFT.

9.2. Second-ranked Bidder Prequalification. The second-ranked Bidder will be deemed to be prequalified to supply the Goods and Services described in this Bid solicitation document for a period of six (6) months following the contract execution with the Preferred Bidder. Should the Contract with the Preferred Bidder be prematurely terminated in the six (6) months following the effective date of the contract, the second-ranked Bidder will be invited, but under no obligation, to enter into a contract based on the prices and other information set out in their Bid.

9.3. Bidders are advised of the following additional requirements and terms:

* No Substantive Changes to Contract Will be Made. The Village may clarify certain aspects of the Contract however no substantive changes will be made to the terms of the Contract.
* Changes to Contract May Only be Proposed/Made During Questions Period. Bidders who wish to propose substantive changes to the draft contract in Part 2 must request changes during the period that is reserved for Questions, as noted on the cover page of this RFT. If the Village is agreeable to making a change, it will be made by way of an Addendum.
* Submission of Bid Confirms Acceptance of the Contract. Submission of Bid shall be deemed to be a full acceptance of the draft contract terms.

**10. RFT COMPLAINT RESOLUTION**

10.1. In the event a Bidder wishes to review the decision of the Village in respect of any material aspect of the RFT process, the Bidder should direct its complaint in writing to clerk@hiltonbeach.com within five (5) business days of discovering the basis for a protest. Where an unsuccessful Bidder wishes to make a complaint about the Bid process upon learning it was unsuccessful, the Bidder is required to attend a debriefing session prior to submitting a complaint about the RFT process.

10.2. Any complaint must be in writing and shall include the following details:

* A specific identification of the provision(s) or procedure that is alleged to have been breached.
* A specific description of each act alleged to have breached the process.
* A precise statement of the relevant facts.
* An identification of the issues to be resolved.
* The Bidder’s argument and supporting documentation.
* The Bidder’s requested remedy.

10.3. The Village will seek to respond to the complaint in writing within ten (10) business days. In the event the Bidder is not satisfied with response provided, they can request a meeting with the Village Department Head responsible for this RFT process. The Department Head will make the final decision regarding the complaint, which decision will be provided to the Bidder in writing.

**SCHEDULE 1A – SUBMISSION FORMS**

**ATTACHED ARE:**

FINANCIAL BID FORM

FORM OF OFFER

**SCHEDULE 1A - FINANCIAL BID FORM**

**FINANCIAL BID / BASIS OF PAYMENT**

Bidders must complete the table below and submit this completed form as their Financial Bid. The following Table 1: Lump Sum Price. Do not include applicable taxes on the lump sum price.

The price shall be fixed for the term of the Contract and except as expressly stated, the prices are firm, all-inclusive rates including all labour, materials, overhead, profit, taxes and all other costs associated with providing all the work, and carrying out the activities outlined in the Scope of Work and the Contract.

The Bid will be used for the purposes of evaluating the lowest bid.

**TABLE 1 : Lump Sum Price**

|  |  |
| --- | --- |
| Total Bid for all work, labour, materials, overhead, profit, and all other costs associated with providing all the work, and carrying out the activities outlined in the Scope of Work and the Contract: | **$** |

**Payment Terms and Conditions**

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.
3. Invoicing for Services – Payment in full: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Village will make payment in full to the Contractor within 30 days of completion of the project, subject to the applicable holdback and other terms of the Contract.

**Insurance and Bonding**

1. Contractor to carry and provide proof of General Liability Insurance and WSIB Clearance
2. Bonding not required for this project
3. For additional details, see Draft Contract in Part 2.

**SCHEDULE 1A - FORM OF OFFER**

**1. Bidder Information**

**The full legal name of the Bidder:**

**Bidder office address:**

**Bidder Contact Person:**

Name:

Title:

Telephone:

Email:

**2. Addenda**

Addenda The Bidder confirms it has received all addenda.

 YES ⃝

**3. Unfair Advantage and Conflict of Interest Statement**

Bidder has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in this RFT. Potential Unfair Advantage/ Conflict of Interest?

YES ⃝

Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Bid, or if the Bidder foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFT? If yes, please set out the details of the actual or potential Unfair Advantage/Conflict of Interest below:

YES ⃝ NO ⃝

**4. Acknowledgement of Villages Limitation of Liability**

Without limiting the language of the limitation of liability in the Bid Process Terms and Conditions, the Bidder acknowledges that the Villages liability to the Bidder and the aggregate amount of damages recoverable against the Village for any matter relating to or arising from an action or claim in tender law, administrative law, contract, warranty, equity, negligence, or otherwise in connection with this procurement, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Village, shall be no greater than the lesser of (a) Bid preparation costs that the Bidder seeking damages from the Village can demonstrate and (b) one thousand dollars ($1,000) Canadian.

**5. Offer**

The Bidder has carefully examined the Village’s tender documents and clarified any ambiguities prior to finalizing its Bid. By submitting its Bid, the Bidder agrees to the terms, conditions and provisions of the tender documents and offers to provide the goods and/or services (as applicable) in accordance therewith based on the information in Bidder’s Bid.

**SCHEDULE 1B - BID PROCESS TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1. In this RFT, the following terms and expressions have the meanings assigned below:

a) “Addenda” or “Addendum” means a written amendment to this RFT issued by the Village via the Bidding System.

b) “Bid” means individually and collectively, the Technical Bid and the Financial Bid submitted by a Bidder in response to this RFT.

c) “Bidder” means an individual or organization that submits a Bid in response to this RFT.

d) “Bid Process” means the overall process for the selection of a Preferred Bidder for the Services, including, but not limited to, the RFT.

e) “Conflict of Interest or Unfair Advantage” includes, but is not limited to, any situation or circumstance where, as determined by the Village acting in sole discretion:

* in relation to the RFT process, the Bidder has or may have, an unfair advantage or engages in conduct directly or indirectly, that gives, or may appear to give it an unfair advantage, including:
	+ working with a current or previous Village employee or consultant with relevant inside knowledge;
	+ being in possession of or having access to information that is confidential to the Village that is: (a) relevant to the preparation of its Bid; and (b) not available to other Bidders;
	+ communicating with any person with a view to influencing preferred treatment in the RFT process; or
	+ engaging in any other conduct that compromises or could be seen to compromise the integrity of the RFT process
* in relation to the performance of its contractual obligations with the Village, the Bidder’s other commitments, relationships or financial interests:
	+ could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
	+ could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

f)“Contract” means the written agreement to be entered into between the Preferred Bidder and the Village in the form attached as Part 2 (Contract).

g) “Financial Bid” means the response to the financial requirements of the RFT.

h) “Preferred Bidder” and “Successful Bidder” mean the Bidder with the highest scores following the applicable step of the evaluation process.

 i) “RFT” means this Request for Tenders.

j)“Scope of Work” means the scope of work describing the Services set out in Part 3.

k) “Submission Deadline” has the meaning as set out on the cover page.

**2. ACCEPTANCE OF RFT**

2.1. By submitting a Bid, a Bidder accepts to be bound by all the terms and conditions of this RFT.

**3. INFORMATION IN RFT ONLY AN ESTIMATE**

3.1. The Village makes no representation or warranty as to the accuracy of the information contained in this RFT or issued by way of Addenda. Any quantities shown or data contained in this RFT or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Services and any related deliverables.

**4. AMENDMENTS AND WITHDRAWAL OF BIDS**

4.1. Bidders may withdraw their Bid Submission prior to the Submission Deadline. Bidders are solely responsible to ensure the re-submitted Bid is received, or the Bid Submission is withdrawn no later than the Submission Deadline.

**5. BIDDER QUESTIONS, CLARIFICATIONS**

5.1. It is the Bidder’s responsibility to seek clarification, ask for information needed to submit responsive bid that is not included in the RFT, and to ask questions in respect of any part of this RFT that it determines is unclear or that is, or appears to be, erroneous before submitting its Bid. The Village assumes no responsibility for Bidder’s failure to seek such information or clarification.

5.2. All questions, requests for clarification or request for changes to the RFT must be made by the Questions Deadline specified on the cover page and must be submitted via email as instructed on the cover page. The Village does not commit to respond to any questions or requests submitted after the Questions Deadline. Submission of a Bid without receiving a response is at the Bidder’s sole risk.

5.3. The Village will make reasonable efforts to provide Bidders with written responses to all questions and requests subject to the provisions of this RFT. The Village may, in its sole discretion: edit the question or request for clarity; exclude questions or requests that are either unclear or inappropriate; and answer similar questions or requests posed by various Bidders only once.

**6. ADDENDA**

6.1. If the Village, for any reason, determines that it is necessary to provide additional information amending this RFT, such information will be communicated to all Bidders by Addendum. Addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Addenda will be posted in the same manner as the RFT. Bidders are solely responsible for obtaining all Addenda issued by the Village and the Village has no obligation to confirm receipt of Addenda by Bidder.

**7. EQUIVALENTS**

7.1. When a component is specified by its trade or other name (whether such name is followed by the phrase ‘or approved equivalent' or not), the Village will consider Bids proposing equivalent services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Village’s sole and absolute discretion. Bidders should request the Village’s opinion on the acceptability of an equivalent good or service as soon as possible and, ideally, prior to submitting their Bid so as to avoid unnecessary investment in Bid preparation effort.

**8. BIDS ARE IRREVOCABLE OFFERS**

8.1. By submitting a Bid, the Bidder: submits an irrevocable offer, which is firm, in effect and open for acceptance for ninety (90) calendar days (the “Irrevocability Period”); and agrees, if the Village deems it necessary to extend the Irrevocability Period stated above, to extend the Irrevocability Period, unless the Bidder revokes its Bid in writing within 5 calendar days of notice of such extension by the Village.

**9. UNBALANCED PRICES AND ERRORS IN CALCULATIONS**

9.1. Bids that contain prices which appear to be so low or unbalanced as likely to affect adversely the interests of the Village may be rejected. In such situations, the Village may request additional information from the Bidder to provide evidence that the proposed prices do not compromise the successful delivery of the Services. This may require the Bidder to justify and explain its cost structure, including Bidder’s actual costs, assumed profit and overhead. If the Village determines, acting reasonably, that the Bidder would not be able to supply the services with a reasonable profit, this will result in a disqualification of the Bid.

9.2. Wherever in a Bid the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern, and the total amount shall be corrected accordingly and used for evaluation purposes.

**10. BIDS WITH IDENTICAL PROPOSED PRICES**

10.1 In the event of a tie between Bid prices, the Bidders will be invited to resubmit the Financial Bid Form to provide its a best and final offer. Where the Bids remain tied, the successful Bidder will be selected on the basis of a coin toss witnessed by each tied Bidder.

**11. VILLAGE’S RIGHTS AND PRIVILEGES**

11.1. Notwithstanding any other provisions of this RFT, the Village reserves the right, in its discretion and without any liability to any Bidder, to

1. Amend the scope, schedule, or details of the Scope of Work, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason.
2. Accept or reject any Bid or disqualify a Bidder based on a failure to comply with the requirements or provisions of this RFT. The lowest price Bid or any Bid will not necessarily be accepted.
3. Waive any non-material deficiency, irregularity or non-compliance with the requirements of this RFT.
4. Disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the Village, in its sole discretion, considers material.
5. Reject the Bid of any Bidder that obviously does not have sufficient capital, plant, experience or qualified resources to successfully prosecute and complete the work in the specified time.
6. If deemed to be in the public interest, if only one Bid is received, cancel the RFT and the Village may enter into negotiations on the pricing and the contract with that Bidder.
7. Cancel this RFT at any time up until execution of the Contract by the Village and the Preferred Bidder.
8. Re-advertise for new Bids or enter into negotiations for the services or for services of a similar nature following termination of this RFT.
9. Verify with any Bidder, or with a third party any information contained in or submitted as part of the Bid and reject a Bid that the Village discovers contains misleading or inaccurate information.
10. Award a contract for only part of the Services.
11. Amend any terms and conditions of this Bid and of the business opportunity described in this Bid including severing any portion of this Bid.
12. Change the dates, schedule, deadlines, process and requirements described in this RFT.

11.2. Without limitation to any other rights of the Village hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Village may, in its sole discretion, reject or refuse to consider any Bid from a Bidder found by the Village to be an undesirable or unacceptable contractor. Examples of potential grounds for ineligibility include but are not limited to: engaging in irregular or fraudulent billing practices; delivery of services to the Village which did not meet warranties or industry standards; failing to meet other obligations under pre-existing contracts with the Village

11.3. Any failure of a Bid or a Bidder to meet the requirements of this RFT may result in disqualification of the Bidder or rejection of its Bid at the Village’s sole discretion. Bids that are incomplete, conditional, illegible or obscure, may be rejected.

11.4. In the event that all Bids are non-compliant, the Village may resubmit a modified RFT only to the original Bidders, enter into negotiations with any one of the non-compliant Bidders, or any number of non-compliant Bidders on any or all aspects of their Bids or the resulting Contract, following the notice to Bidders that all Bidders were non-compliant.

11.5. Notwithstanding anything to the contrary in this RFT, this RFT does not commit the Village in any way to proceed to select a Preferred Bidder or enter into a Contract and, the Village may at any time (whether before or after the Submission Deadline) terminate the RFT and elect to proceed in some other manner without any liability whatsoever to any Bidder.

**12. LIMITATION OF LIABILITY**

12.1. Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Village, including without limitation claims for damages, expenses or costs including costs of preparation of a Bid, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity, legal fees or for any other matter. For greater clarity and without limitation, each Bidder specifically agrees that it will have absolutely no claim against the Village nor any representative of the Village for any reason whatsoever and the Village shall have no liability to the Bidder whether in contract, tort, equity or other principle of law, including without limitation if the Village does not select a Preferred Bidder; suspends, cancels or in any way modifies the requirements, the RFT; or accepts any compliant or non-compliant Bid.

12.2. Each Bidder waives any and all claims for compensation whatsoever against the Village for all losses of any nature, whether direct or indirect and whether foreseeable or not, including for loss of profits or loss of opportunity.

12.3. If, notwithstanding the above, a Bidder is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Village or any representative, including without limitation any exercise the Village’s sole and absolute discretion, Bidders expressly acknowledge and agree by submitting a Bid that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars ($1,000.00).

**13. CONFIDENTIALITY AND MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

13.1. By submitting a Bid, Bidders acknowledge that the contents of their Bid will be disclosed to the Village’s staff, advisors and consultants. The Village will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information (the “Bidder Confidential Material”) however the Village accepts no liability in the event that the Bidder Confidential Material, or any part of it, is disclosed even if the Village, its advisors, staff, or consultants may have been negligent with respect to such disclosure.

13.2. Bidders are advised that all Bid documents and other records in the custody of or under the control of the Village are subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO, 1990 or any other applicable information or privacy legislation.

**14. PUBLIC STATEMENTS, LOBBYING, CONFLICTS**

14.1. Bidders shall not publish, issue or make any statements or news release, electronic or otherwise, concerning their or any other Bid, the RFT, the evaluation of the Bid, or the award of the Contract or cancellation of the RFT, without the express prior written consent of the Village.

14.2. Bidders must not engage in any form of, political or other lobbying whatsoever with respect to this RFT, or otherwise attempt to influence the outcome of the RFT process directly or indirectly by any manner whatsoever other than by submitting a Bid. This includes but is not limited to the communication of the amount of any tender, adjusting the amount of any tender by arrangement with any other person, making any arrangement with any other person about whether or not it or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the Preferred Bidder is notified by the Village of the outcome of the tender exercise. In the event of any such activity, the Village may at any time, disqualify any Bidder or reject any Bid by that Bidder without further consideration, or may impose such conditions on that Bidder’s continued participation as the Village may consider in the public interest or otherwise appropriate.

14.3. Bidders must disclose in writing to the Village at the earliest opportunity, any present or potential Conflict of Interest, including any Conflict of Interest involving any member of the Village or staff employed in any capacity by the Village. The Village reserves the right to disqualify a Bidder and reject the Bid from any Bidder having a Conflict of Interest that, in the sole and unfettered discretion of the Village, cannot be managed or minimized.

14.4. Failure to abide by this Section may result in the disqualification of the Bidder and rejection of its Bid.

**15. OBLIGATION TO DISCLOSE CONFLICTS AND UNFAIR ADVANTAGES**

15.1. Bidders must disclose in writing to the Village at the earliest opportunity, any present or potential Conflict of Interest or Unfair Advantage.

15.2. The Village reserves the right to disqualify a Bidder and/or reject the Bid from any Bidder having a Conflict of Interest or Unfair Advantage that, in the sole and unfettered discretion of the Village, cannot be managed or minimized and that unduly compromises the integrity of the procurement process or the independence of the Contractor.

15.3. The Village also reserves the right to terminate any contract awarded to a Bidder that is subsequently discovered to have had a Conflict of Interest or Unfair Advantage which the Bidder failed to disclose.

**16. NO COLLUSION OR BID RIGGING**

16.1. By submitting a Bid, a Bidder certifies that:

1. the prices in their Bid have been arrived at independently from those of any other bidders;
2. the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
3. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

16.2. Bidder acknowledges that a violation of this provision may violate the Competition Act; and if there is a violation, it may result in the imposition of serious fines and possibly imprisonment. For more information on this topic, visit the Competition Bureau website.

**17. PROCUREMENT POLICY**

17.1. The Village’s Procurement Policy may assist in the interpretation of certain provisions of this RFT but is not deemed to be incorporated as a part of the RFT. To the extent of a conflict between this RFT and the Village’s Procurement Policy, the provisions of this RFT shall prevail for purposes of determining the Village’s obligations.

**18. MISCELLANEOUS**

18.1. This RFT shall be interpreted and construed in accordance with laws of Canada and the applicable laws of the Province of Ontario. If any provision of this RFT is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFT will remain as they are and in full force and effect.

**PART 2 - DRAFT CONTRACT**

**CCDC 2 (2020) Additional Contract Terms**

CCDC 2 (2020) will be used as the basis for the contract, as modified by these Additional Contract Terms.

1. Contract:
	1. The Standard Construction Document CCDC2 Stipulated Price Contract 2020, the related Supplementary Conditions attached to this RFT, and these Additional Contract Terms, shall form part of the Contract Documents. Project will have a formal CCDC2 Stipulated Price Contract issued that will be signed by the Owner and Contractor
2. An specified employee of the Owner will be acting as the Consultant on this project.
3. Definitions :
	1. "Owner" and " Village” are synonymous.
4. Other Contractors:
	1. Other Contractors, Subcontractors and the Village's own forces, may be performing work on the site at the same time as the Work is being done under this Contract. The Contractor shall provide all reasonable co-operation and collaboration with these other forces to ensure a timely completion of the Work, taking into consideration and without undermining its exclusive role as the “constructor” under health and safety regulations.
5. 5. Use of the Site:
	1. Carry out the Work so as to have the least possible interference and disturbance to the normal use of the premises.
	2. Do not allow construction traffic to block entrances or exits.
	3. Co-ordinate any interference with Owner's operation in this area and abide by Owner's direction in this regard. In cases of conflicting requirements, Owner's operation takes precedence but all reasonable effort to accommodate contractor's needs will be made.
6. Protection of Property
	1. Protect surrounding private and public property from damage during the performance of the Work.
7. Occupational Health and Safety
	1. Follow Provincial Occupational Health and Safety Act and Regulations for Construction Projects. For the purposes of the act, the person or company contracted to carry out the Work shall be exclusively deemed the "constructor".
	2. The Owner may cause those who do not comply with the applicable health and safety laws and regulations to be escorted from the site.
8. Site Safety
	1. Provide temporary partitions, covers, railings, barricades, supports and/or other protection as required to protect Workers and the Public.
9. Clean-up
	1. Maintain the Work area in tidy condition, free from the accumulation of waste products and debris.
	2. Remove waste and materials regularly so as to maintain a tidy Work site.
10. Holdback
	1. An amount equal to 10% of the value of the contract will be retained and released in accordance with the requirements of the Construction Act**.**
	2. A 5%, 60 day holdback (that is separate from, and in addition to, the holdback prescribed under the Construction Act) to be used as security against the Contractor’s performance of its obligations under GC 12.3 (Warranty).
11. Changes in the Work
	1. Prior to commencing any additional Work, the Contractor shall prepare and submit a quotation for such additional Work for approval by the Village. Costs not shown on the detailed quotation are not eligible to be charged as part of the additional Work.
12. Deficiencies Upon completion of the Work
	1. If it is deemed there are items of deficient Work, then an amount of money based on the Consultant’s valuation of the cost of completion of the Work and Owner’s additional expenses incurred with such deficient Work will be retained to satisfy the completion of the Work so defined, until it has been completed to the satisfaction of the Village.
13. Conflicts
	1. In the event of any conflict between these terms and CCDC2, as amended by the

Supplementary Conditions, these terms shall prevail. In the event of a conflict between any of the foregoing and the Ontario Construction Act, the Construction Act shall apply.

**CCDC 2 (2020) Changes to Contract Terms**

CCDC 2 (2020) will be used as the basis for the contract, as modified by these Changes to Contract Terms.

**GC 3.4 Construction Schedule**

Remove 3.4.1, 3.4.2 and 3.4.3

And Replace with

3.4.1

The Contractor shall immediately inform the Owner of any changes which will affect the project deadline.

**GC 5.1 Financing Information…**

Remove 5.1.1 and 5.1.2

**GC 5.2 Applications for Payment**

Replace 5.2.1 with

Application for payment to be submitted upon completion of the project.

Remove 5.2.2 – 5.2.8

**GC 5.3 Payment**

Remove 5.3.1 .1

**GC 5.4 Substantial Performance…**

Remove 5.4.1 and 5.4.2

**GC 5.5 Final Payment**

Remove 5.5.2

**GC 10.2 Laws, Notices, Permits, and Fees**

10.2.3 Change “Contractor” to “Owner”

**GC 10.4 Workers Compensation**

Change 10.4.1 to: Contractor to be compliant with workers compensation legislation.

**GC 11.1 Insurance**

Remove all, replace with 11.1.1

.1 Without restricting the generality of GC 13.1 – Indemnification, the Contractor shall provide and maintain General Liability insurance and provide documentation of insurance to the Owner.

**12.3 Warranty**

12.3.1 Change “one year” to “60 days”.

**PART 3 – SCOPE OF WORK**

**INTRODUCTION**

The Village of Hilton Beach is seeking construction of a 8’ x 12’ accessible unisex bathroom with utility room and wheelchair ramp located at Forbes Park. This includes construction of a concrete pad, ramp and all interior and exterior finishes.

**CONSTRUCTION SPECIFICATIONS**

Appendix A - Architect Drawings

Appendix B – Specifications

Appendix C – Location Map

Operational Constraint – The project must be completed by October 31st, 2025

TOWN CONTRACT REPRESENTATIVE The Town’s representative for all matters concerning this Contract and the services shall be: Elijah Lederman