



Public Works Department

Request for Proposals – Proposal No. CTY-AH-2024-6

Tree Removal and Land Clearing at Braeloch Pit in the Township of Algonquin Highlands

The Township of Algonquin Highlands (the “Owner”) is seeking Proposals from qualified contractors to perform tree removal and land clearing services in the Township of Algonquin Highlands.

Proposals Received at the Township of Algonquin Highlands Administration Office by:

Melanie Oates – Public Works Administrative Assistant

1123 North Shore Road

Algonquin Highlands, ON K0M 1S0

Phone: 705-489-2379 ex. 352

Email: moates@algonquinhighlands.ca

Request for Proposal documents must be downloaded from the Township of Algonquin Highlands website. www.algonquinhighlands.ca

Questions Deadline: 4:30 p.m. Local Time, Tuesday August 27, 2024

Submission Deadline: Proposals must be signed and are expected to be clearly marked with the Request for Proposal name and number on the outside of the Proposal package. Proposals must be received at the Township of Algonquin Highlands Administration Office by **1:00 p.m.**

Local Time on Wednesday September 18, 2024.

The Owner reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposals at any time.

All purchases made by the Owner are done in accordance with its Purchasing Policy By-Law 04-36, which covers the acquisition of all goods and services.

Request for Proposal No. CTY-AH-2024-6

Tree Removal and Land Clearing at Braeloch Pit in the Township of Algonquin Highlands

Part 1: Purpose of Procurement

1.1 Scope of Work

Clear approximately 1 acre of land at the Township's Braeloch Pit location located at 1765 Braeloch Road, Algonquin Highlands.

Deliverables

Within the pit work will consist of:

- i. cutting down trees
- ii. removing logs from site or chipping the logs site
- iii. removal of brush or chipping of brush on site
- iv. extraction of stumps from the ground and piled in designated location
- v. stripping the organic materials exposing the gravel beneath
- vi. stock piling organic materials in designated location
- vii. Organic material piled in a designated location

Location

The photo below outlines the location to be cleared.



1.3 Elective Site Visit

Proponents who wish to visit the site must do so by appointment. Contact the RFP Contact to schedule any site visits.

1.4 Owner Responsibilities

Prior to the initiation of work, the Owner will:

- i. clearly mark out the all the boundaries to be cleared.
- ii. provide a key for entre to the pit.
- iii. clearly mark out the locations for wood chips, stumps, and organic materials to be piled.

Part 2: Definitions

Agreement: means the legal document submitted by the Proponent in their Proposal that binds the Proponent and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Proponent in the form of a Quotation, Tender, or Proposal, submitted in response to a solicitation from the Owner.

Competent Supervisor: A person who is in charge of a workplace or has authority over workers. Is qualified because of knowledge, training, and experience to organize the work and its performance. Is familiar with the Occupational Health and Safety Act and the regulations that apply to the work; and has knowledge of any potential of actual danger to health and safety in the workplace.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform their obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Contractor: means the Proponent that is successful in this RFP and that enters into the Contract with the Owner.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make Award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

General Conditions: Wherever a reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract, November 2018. The OPS General Conditions and Supplementary General Conditions have not been reproduced as part of this document. It will be the Contractor's responsibility to obtain current copies of the General Conditions and Supplementary General Conditions.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

Member Municipality: refers to one or more of the following Member Municipalities: The Municipality of Dysart et al, the Municipality of Highlands East, the Township of Algonquin Highlands, and/or the Township of Minden Hills.

Owner: means the Township of Algonquin Highlands, as referenced to in the Request for Proposal document.

Proponent: means an entity that submits a Bid in response to this RFP and, as context may suggest refers to a potential Proponent.

Proposal(s): means all of the documentation and information submitted by a Proponent in response to the RFP.

Request for Proposal (RFP): means this Request for Proposal issued by the Owner, and all addenda thereto.

Submission Deadline: means the closing date and time of the Request for Proposal period. No Proposals will be accepted after the closing date and time.

Substantial Completion: means when the improvement to be made under a Contract is ready to use for the purpose intended to the satisfaction of the Owner's Contract Administrator.

Successful Proponent: means a Proponent whose Proposal meets the prescribed requirements and has been identified as the lowest compliant Proponent in accordance with the evaluation process.

Total Proposal Price: The Proposal price excluding HST that will be evaluated for Award.

Township: Means the Township of Algonquin Highlands.

Part 3 Proposal Submission Requirements

3.1 Proposal Format and Content

For the Evaluation Committee to evaluate Proposals fairly and completely, Proponents should provide all the information requested in the format set out in the RFP. Failure to provide all required information may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposal with each of the following sections clearly identified and presented in separate sections.

3.2 Table of Contents

The Proponent should provide a Table of Contents adhering to the format outlined in the RFP.

3.3 Mandatory Submission Requirements

To ensure ease of evaluation, include all mandatory submission requirements listed in this section at the beginning of the submitted Proposal. Proposals will be disqualified for non-compliance for failing to provide any of the mandatory submission requirements listed below.

- i. Part 8: Form of Proposal (signed and dated by the firm's representative with the authority to bind the corporation)
- ii. Include copies of all Addenda and acknowledge each one with the Proponent's signature.

3.4 Introduction

Proposals should include the complete name and address of the firm, as well as the email address, phone number, and name of the individual the Owner should contact regarding the Proposal.

3.5 Land Clearing Solution

Proposal

Proponents should provide a comprehensive narrative that illustrates their understanding of the requirements of the Request for Proposal documents and how their solution will meet each requirement of the scope of work and deliverables. The Proposal should be well laid out and logically structured in an easy to read and understandable format.

The Proposal should incorporate accessibility requirements as per section 5.23.

Timeline

The Township will evaluate Proponents favourably who are able to begin work earlier. The expectation of the Owner is for contracted work to be completed by November 29, 2024.

Indicate in the timeline section of the Proposal when the firm can begin work and the anticipated date of substantial completion based on the start date.

Detail all deliverables, milestones, and required resources and responsibilities for the Owner and the Contractor should be included.

Details of who are scheduling the meetings should be clearly identified. Finally, the Proponent should provide sufficient details with respect to how they will address the scope of work and deliverables within the stated timeline.

3.6 Experience and Qualifications of Firm

Experience

The Proponent should provide a description of their firm, and the services offered.

Proponents are also encouraged to demonstrate their experience with similar projects.

The Owner expects that all Proponents will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to execute and complete the Contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

Training

Provide a brief description of the training that each staff member has in order to complete the Contract.

Training should include but is not limited to the following:

- i. Surface Miner Common Core Training
- ii. Training in all equipment required

Client References

Proponents should supply a minimum of 3 references that the Owner may contact. References should be current (within the last five years) and relevant to this project. Company name, contact person(s), contact title, phone number and email address should be included.

Each reference should include:

- i. description of the project
- ii. start date and end date of the project
- iii. approximate value of the project

3.7 Financial Proposal

Pricing should include an itemized breakdown of the hourly labor rate, equipment and operation, materials, travel, and any disbursements associated with each of the deliverables listed in the scope of work.

The total cost including all fees and disbursements will become the upset limit of the Contract which shall not be exceeded without prior authorization from the Owner. The Contractor shall be responsible for all project costs. Costs for additional items recommended by the Proponent beyond those requested in the RFP shall be identified clearly and priced separately.

Prices and charges Bid shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (H.S.T.), which should be shown separately in the Financial Proposal, where applicable.

Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the Contract following the Submission Deadline and before the delivery of the completed project covered by the Contract, any appropriate increase or decrease in the price of the work may be negotiated to compensate for such changes as of the effective date.

Part 4: Instructions for Proponents

4.1 Proposal Timeline

RFP Issued	Monday August 19, 2024
Proponent Question Deadline	4:30 p.m. Tuesday August 27, 2024
Final Addenda Issued	4:30 p.m. Thursday September 5, 2024
Submission Deadline	1:00 p.m. Wednesday September 18, 2024
Evaluation Period	September 19 -23, 2024
Evaluation Committee Consensus Meeting	September 24, 2024
Anticipated Award Date	October 4, 2024
Completion Date	November 29, 2024

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

4.2 Interpretation

In this document “**Request for Proposal Documents**” shall include the Purpose of Procurement, Proposal Submission Requirements, Instructions for Proponents, Terms and Conditions, General Special Provisions, Evaluation and Selection Criteria, Form of Proposal, all addenda (if required), and any other documents listed in the Request for Proposal.

- i. The Township of Algonquin Highlands may hereinafter be referred to as the **Owner**.
- ii. An individual or company submitting a Proposal for this Request for Proposal may hereinafter be referred to as the **Proponent**.
- iii. The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Contractor**.

The following terminology applies in the RFP:

The term “**should**” relates to a requirement which the Owner would like the Proponent to address in their Proposal.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Proposals that do not fulfill all mandatory requirements will be rejected as non-compliant.

4.3 Completion of the Proponent’s Proposal

Proponents must courier or deliver by hand their Proposal to the Township of Algonquin Highlands Administration office. Proposals must be received by the Owner by **1:00 p.m. Local Time on Wednesday September 18, 2024**.

Proponents must ensure the Proposal is received at the **Township of Algonquin Highlands Administration office front counter** prior to the Submission Deadline. Include the Proposal name and number, and the Proponent’s return mailing address on the outside of the sealed Proposal package.

The sealed Proposal submission must include one original copy of the Proposal. The address is as follows:

Township of Algonquin Highlands Administration Office
Attention: Melanie Oates – Public Works Administrative Assistant
1123 North Shore Road

Algonquin Highlands, ON K0M 1S0

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day. The Proponent is solely responsible for ensuring their Proposal is received on time at the Township of Algonquin Highlands Administration office. Proposals delivered after the Submission Deadline will not be opened and will be returned to the Proponent. Local time is according to the time clock located in the Township of Algonquin Highlands offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Proposals will be opened and recorded by the Owner’s opening committee following the Submission Deadline.

All entries in the Proposal shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Proposal Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent’s signing officer) or irregularities of any kind, may be rejected as non-compliant.

The Proponent or an authorized designate must sign the Form of Proposal document in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

4.4 Alteration or Withdrawal of Proposals

An alternate Proposal submitted at any time prior to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this Request for Proposal.

Proponents may withdraw a submitted Proposal at any time prior to the Submission Deadline. To withdraw a Proposal prior to the Submission Deadline, the Proponent must send confirmation in writing to the RFP Contact, signed by the Proponent’s representative with the authority to bind the corporation.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same Request for Proposal.

4.5 Unbalanced Proposals and Discrepancies

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Proposal quantity then the Bid unit price shall govern. The corrected Total Proposal Price for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as

provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

4.6 Inquires & RFP Contact

Any questions related to this RFP must be directed to:

Melanie Oates – Public Works Administrative Assistant

1123 North Shore Road

Algonquin Highlands, ON K0M 1S0

Phone: 705-489-2379 ex. 352

Email: moates@algonquinhighlands.ca

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the RFP.

No oral interpretation shall be effective to modify any of the provisions of the Request for Proposal Documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Request for Proposal Documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of addenda.

4.7 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Purchasing by-law.

The RFP Contact shall notify the Successful Proponent within forty-five (45) days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

4.8 Payment Terms and Holdbacks

Payment Terms

Payment will be made in response to the Contractor's invoice at the Substantial Completion of the Contract. This payment will be made when all work has been completed to the satisfaction of the Owner's Contract Administrator. Payment to the Contractor shall be verified by the Owner.

Basic Holdback

The Owner shall retain a holdback payment of 10% of the total invoiced amount, as per the requirements of the Construction Act. Release of the holdback shall be made after 45 calendar days from the date of completion of the work as established by the Substantial Completion certificate, but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:

- i. a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- ii. a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate;
- iii. a certificate of publication in the Daily Commercial News;
- iv. a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and

- v. a written request made to the Owner for the release of the respective holdback payment.

The Contractor shall be responsible for the proper performance of the work. The Contractor agrees to correct promptly at his own expense, any defects or deficiencies in the work that may appear prior to and during the period of one year from the date of Substantial Completion. The Contract Administrator shall promptly provide the Contractor with written notice of observed defects and deficiencies.

Invoicing

The basic holdback will be deducted separately from the Contractor's invoices. The Contractor must ensure that separate line items are included on each invoice noting the basic holdback deduction.

Invoices shall be sent to:

Township of Algonquin Highlands: finance@algonquinhighlands.ca

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score will be invited to sign a comprehensive Contract (the “**Contract**”) with the Owner setting out the terms and conditions that will apply to the project.

The Agreement set out in the Request for Proposal Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Proponent. The Request for Proposal document and the Proponent’s signed and submitted Proposal, including all mandatory submission requirements form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

5.2 Acceptance of Proposal

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of forty-five (45) days after the Proposal Submission Deadline.

5.3 Award

It is the Owner’s intention to Award to the Proponent with the Highest Total Score, who demonstrates the capability of meeting the requirements as described within this Request for Proposal document.

The Owner reserves the right to not Award to the highest scoring Proponent or any Proponent if it is determined that the cost of completing the work exceeds budgetary constraints.

All Proposals are prepared at the sole risk and cost of the Proponent. No payments shall be made to any Proponent regarding the preparation and submission of Proposals.

The Proponent will receive a notice of Award by email. That notice constitutes the Owner’s acceptance of the Successful Proponent’s Proposal. The Contracts between the Owner and the Successful Proponent shall be executed within 14 days of the Successful Proponent receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Proposal and may choose to either cancel the Request for Proposals or recall the Proposals at a later date if:

- i. Only one Proposal has been received as the result of a Request for Proposal, or
- ii. The Proposal with the Highest Total Score exceeds the available project budget for the supplies or services, or
- iii. A change in the scope of work or specifications is required

Pre-Conditions for Award

Following notification of intent to Award, the Successful Proponent must deliver by email, by hand, or by mail, the following documents as instructed by the RFP Contact, within fourteen (14) calendar days of receiving written notification of intent to Award.

- i. A certified copy of the firms **Commercial General Liability** insurance. (See section 5.13 for complete details)
- ii. A certified copy of the firms **Automobile Liability** insurance. (See section 5.13 for complete details)
- iii. A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- iv. Completed copy of the Owner's Contractor Policy
- v. Original copies of the Contract, executed by the Contractor

5.4 Contract Duration

The term of Contract will commence once the Contract has been executed by the Successful Proponent and the Owner. The Contract will end at Substantial Completion following final inspection and approval by the Owner.

5.5 Taxes

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

5.6 Conflict of Interest

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

- i) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents;
 - Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- ii) in relation to the performance of its Contractual obligations under a Contract for the work, the Proponents 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.

5.7 Disqualification for Conflict of Interest

The Owner may disqualify a Proponent for any conduct, situation, or circumstances, determined by the Owner, in their sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

5.8 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the RFP:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this RFP.

Requests for clarification and questions must be submitted prior to **4:30 p.m., Tuesday August 27, 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline may not be addressed.

5.9 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- i. edit the question(s) for clarity,
- ii. exclude any question(s) that are either unclear or inappropriate,
- iii. provide a single, consolidated answer to similar questions from various Proponents,
- iv. Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change

5.10 Addenda

The Owner will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of all addenda by signing the addenda in the applicable space and submitting all pages of the addenda with the Proposal submission. Failing to submit all acknowledged addenda with the Proposal will result in the Proposal being rejected for non-compliance.

All Addenda will be posted on the Township of Algonquin Highlands website.
www.algonquinhighlands.ca

It is the responsibility of the Proponent to acquire all Addenda that are issued. The Proponent is solely responsible to:

- i. make any required adjustments to their Proposal; and
- ii. acknowledge the addenda by submitting a signed copy of each addendum issued with their Proposal submission

5.11 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponent's Proposal, at the Owner's sole discretion.

5.12 Verification of Information

The Owner may:

- (a) verify any Proponent's statement or claim made in the Proposal or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponents statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- (c) access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

5.13 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000) dollars** per occurrence, including the Corporation of the Township of Algonquin Highlands as additional insured. This coverage applies to:

- i. third party bodily injury.
- ii. property damage.
- iii. products and completed operations.
- iv. Contractual liability.
- v. personal injury.
- vi. Owner and Contractor's protective coverage.
- vii. non-owned automobile.

Automobile Liability insurance including all vehicles and commercial trailers owned and/or leased by the Contractor for an amount no less than **five million dollars (\$5,000,000.00)** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.

The following shall apply:

Prior to commencing any work with the Owner, the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in this section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Contractor's and/or sub-contractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall provide the Owner with thirty (30) days prior written notice of material change, lapse, or cancellation. Notice must identify the Contract title, policy holder, and scope of work.

The Contractor and each of its sub-contractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Owner.

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Contractor shall not contain any disclaimer whatsoever.

5.14 Workplace Safety and Insurance Board (WSIB) Requirements

The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act and Regulations for Construction Project, RSO 2000, c.0.1 (the Act) and Ontario Regulation 527/00 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the Work, as the Contractor or Employer, as the case may be. The Contractor shall ensure that:

- i. worker safety is given first priority in planning, pricing and performing the work;
- ii. its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- iii. workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- iv. its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- v. all sub-contractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties.

The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

Upon notification of Award, Contractors must comply with the Townships Contractor Policy (Approved by By-Law Number: 2012-56) and complete the Contractor Policy Acknowledgement Statement found at the following link
https://www.algonquinhighlands.ca/media/5ka1nsm/contractor_policy_2014-1.pdf

5.15 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in their Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

5.17 Ontario/Canadian Laws

The RFP and the Proponent's Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.18 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Proponent should not submit as part of their Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information in accordance with the Owner's Records Retention By-law.

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Contractor, for Contract management purposes.

Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

5.19 Debriefing

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFP.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

5.20 Contractor Performance Evaluation

Contractor performance is critical to the success of the Owner's projects. To this end, the Owner; has adopted a contractor performance evaluation system by which the Contractor's performance will be ranked at substantial completion of the project or more frequently if deemed necessary. The Owner's Contract Administrator in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner's Contract Administrator with the Contractor to discuss the overall ranking for the project. Should the Contractor rank poorly on the evaluation, a recommendation may be made to Council to banish the Contractor from bidding on future projects for up to three years or place the Contractor on a two-year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Contractor will have 20 days in which to appeal the decision in writing to the RFP Contact.

5.21 Bid Protest Procedure

To submit a Bid Protest, the Proponent must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to the RFP Contact.

Once a Bid Protest has been received, the RFP Contact shall review the matter and consult with the Owner. The RFP Contact will complete the review with the Owner in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The RFP Contact will then prepare in coordination with the Owner, a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

5.22 Trade Agreements

Proponents should note that this procurement process is subject to the requirements of:

- i. Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- ii. Chapter 5 of the Canadian Free Trade Agreement.

5.23 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines** 2.0 Level AA. To ensure that these guidelines are met, the Owner shall request the Contractor provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owner's project as

required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

5.24 Indemnification

The Contractor agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Contractor or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Contractor in the performance of the services under this Contract.

The Contractor hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Contractor, including its partners, directors, officers, employees, agents, contractors or sub-contractors in connection with the services performed, purportedly performed or required to be performed by the Contractor under this Contract.

5.25 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. Any Contract executed with the Successful Proponent will not be an exclusive Contract. The Owner may Contract with others for the same or similar goods and or services to those described in this Request for Proposal or may obtain the same or similar goods and or services internally.

Part 6 General Special Provisions

6.1 Protection

Ensure all structures are well protected during construction activities.

6.2 General Project Requirements

Perform all work in accordance with current and applicable codes, standards, laws, and regulations.

Be responsible for security and safety of the work site, equipment, tools, and materials.

No signs, advertising, or decals are permitted, other than warning signs.

6.3 Site Safety

Comply with all requirements of the Ontario Health and Safety Act.

Immediately notify the Owner's Contract Administrator if any hazardous conditions become apparent.

Maintain up to date training, licensing, and qualifications for scopes of work undertaken, including equipment operation, and provide confirmation to the Owner's Contract Administrator upon request.

Required personal protective equipment (PPE) must be worn at all times while in the work area.

All workers on site shall conduct themselves with professional decorum.

No smoking is permitted on the property.

Submit Material Safety Data Sheets documentation to the Owner's Contract Administrator for preview and approval for any potential hazardous substances to be used on the site as part of the work or required for operations and maintenance upon completion.

- i. Material Safety Data Sheets documentation must be reviewed and approved by the Owner's Contract Administrator prior to the delivery of any such substances to the site. The Contractor assumes responsibility for any delays in the project schedule for failing to provide such documentation in a timely manner. The Owner's Contract Administrator will review all Material Safety Data Sheets within five (5) working days of receipt and provide written approval or denial for the use of the substance or may require additional information.

The Owner's Contract Administrator reserves the right to order an individual to leave the site if the individual is in violation of any safety requirement, legislation, regulation. Or other conditions listed. Any expense incurred will be the responsibility of the Contractor.

Maintain access to all existing exits and firefighting equipment during the course of the work, unless otherwise noted.

The Contractor shall take all necessary precautions to ensure that duties are performed safely and shall comply with all applicable provisions of law related to injury to persons or property on, or about the premises where the work is performed.

The Contractor shall, in addition to their other obligations under the Contract, have sole responsibility for the construction and management of the construction, including all matters related to health and safety, and site security.

The Contractor shall:

- Participate in relevant safety and other committee meetings for the duration of the work and share related safety information with the Owner's Contract Administrator or designate.
- Ensure that employees of the Contractor are aware of the mechanisms and report hazards and occurrences; have ready access to the hazard report forms, and are encouraged to submit such report; and
- Advise employees of restrictions that apply to the movement of personnel at the Township of Algonquin Highlands site.

6.4 Competent Supervision

The Contractor shall ensure at all times that adequate and competent supervision is provided by a Competent Supervisor as defined under the Occupational Health and Safety Act, Ontario.

The Contractor shall be responsible for ensuring supervision of staff and associated equipment for all Contracted work activities during and outside of normal operating hours.

6.5 Protection of Property

Prior to the commencement of work, existing conditions shall be inspected by the Contractor. Any defects shall be reported in writing by the Contractor to the Owner's Contract Administrator prior to the start of work. The commencement of work of any part of it shall be deemed to mean the acceptance of existing conditions by the Contractor, including any preparatory work by other trades or sections.

The Contractor is encouraged to make a photographic record of existing conditions prior to commencing work.

Obtain any and all utility scans and locates required to complete the work as part of the Project Objectives.

Protect existing conditions. Repair and make good any damage to existing property resulting from the work to the satisfaction of the Owner's Contract Administrator.

6.6 Work Restrictions

Work shall be completed during the hours of 6:00 a.m. and 5:30 p.m. Monday to Friday.

Coordinate with the Owner's Contract Administrator for after-hours access.

No work shall be undertaken on weekends or statutory holidays.

6.7 Permits, Inspections, and Fees

The Contractor will acquire and pay for all permits, inspections, and certificates required to complete the work if applicable.

When required authorities have jurisdiction, submit for approval, drawings, diagrams, and details showing sequence of deconstruction work, materials designated for salvage, and support of structures and underpinning.

If the Contractor wishes to dispose of the debris from this project at a Township owned Landfill site, they shall in advance complete and submit a contractor's authorization form to the Township.

6.8 Training

The Contractor will ensure that all employees and sub-contractors are trained for all activities pertaining to the Contract.

The Owner may request proof of training from the Contractor for any employee or sub-contractor at any time during the duration of the Contract.

Provide proof of training for all staff and sub-contractors upon request for the following:

Surface Miner Common Core Training

All operators of equipment must have the appropriate training

6.9 Cleaning and Waste Disposal

Keep work area clean at all times.

Remove from site and dispose of waste materials at appropriate recycling facilities.

Upon completion of the project, remove debris and leave the work site clean.

6.10 Environmental Requirements

Do not bury waste or materials on site.

Ensure proper disposal procedures in accordance with CEPA, TDGA, and applicable Provincial/Territorial regulations.

Organize site and workers in manner which promotes efficient flow of materials through disassembly, processing, stockpiling, and removal.

6.11 Proof of Ability

The Contractor is required to show, in terms of experience and facilities, evidence of its ability to perform the work by the specified completion date. In addition, any proposed sub-contractor may be required to furnish like evidence.

6.12 Proponent to Investigate

Proponents 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.

The Proponent shall carefully examine the scope of work and locations so that the unit prices Proposed are commensurate with the nature of the work.

6.13 Utilities

Further to section 6.12, the Contractor must be cognizant of the presence of utility pole lines, overhead wires and buried cables adjacent to and/or on this Contract. Information on the removal or relocation of these utilities and/or protection thereof may be coordinated with the utility company concerned, following consultation with the Owner. The Contractor must be aware of Bell and Gas underground utilities. The Contractor is solely responsible for identifying the location of all utilities with ON1 Call.

6.14 Quantities

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

Quantities for payment purposes shall be determined by the Owner's Contract Administrator and Contractor determining hourly accomplishments.

6.15 Loading of Motor Vehicles

Where a vehicle is hauling material or equipment for use on the work under this Contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

6.16 Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Owner's Contract Administrator, damage is being done or is likely to be done to any highway or any improvement area thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Owner's Contract Administrator, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings; or shall in some other manner remove the cause of such damage to the satisfaction of the Owner's Contract Administrator.

6.17 Default by Contractor

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

If the Contractor; fails to comply with any request, instruction or order of the Owner; 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 skill and diligence; or assigns or sublets the Contract or any portion thereof without the Owner 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 Owner may, upon expiration of ten (10) calendar days from the date of written notice to the Contractor, terminate the Contract.

Any termination of the Contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.

If the Owner terminates the Contract, it is entitled to:

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

6.18 Contractor's Discharge of Liabilities

The Contractor shall discharge and cause each sub-contractor to discharge all liabilities incurred, for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due. The Contractor shall furnish the Owner with a Statutory Declaration confirming the discharged of their liabilities and those of the sub-contractors. This shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing on the books of the Board.

The Owner may in respect of claims submitted by creditors having a Contractual relationship with the Contractor, and after providing written notice to the Contractor and their surety, withhold any payment otherwise entitled under this Contract. Interest will not apply to any such funds withheld.

6.19 Contract Time and Liquidated Damages

It is agreed by the parties to this Contract that in case all the work called for under this Contract is not completed by the date specified, or as extended in accordance with Section GC 3.07 of the General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$200 as liquidated damages for each and every calendar days' delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed date for completion. The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

6.20 Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Proposal submission deadline for this Contract, and this change could not have been anticipated at the time of submission, the Owner will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner's Contract Administrator. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Contractor benefits from a change in Harmonized Sales Tax, the Contractor shall submit to the Owner's Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Owner's Contract Administrator reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 7: Evaluation and Selection Criteria

7.1 Evaluation Criteria

All Proposals will be reviewed to determine if they are compliant.

Submissions will be evaluated against the criteria listed in the Request for Proposal Document. Failure to satisfy these requirements will result in lower scoring including failing to achieve the minimum required to proceed in the evaluation.

The Proponent should have the necessary skills, knowledge, education, and experience to meet the requirements of this project. Relevant information provided through the Proposal will be evaluated in terms of the scoring and criteria below.

Criteria Number	Criteria Description	Points
1	Land Clearing Solution Proposal Format and Content Proposal Timeline	50
2	Experience and Qualifications of Firm Experience Training Client References	25
3	Financial Proposal Content Price	25

Proposals will be evaluated against questions including but not limited to the following.

Criteria 1: Land Clearing Solution (Maximum 50 points)

Proposal Format and Content (5 points)

Does the Proposal include a Table of Contents, and Introduction?

Are the mandatory submission requirements easy located and identified at the beginning of the Proposal?

Is the Proponent's Proposal comprehensive, well laid out and logically structured making it easy to read and understand how they plan to fulfil the project requirements?

Proposal (35 points)

Does the Proposal demonstrating the Proponent's understanding of the overall project and includes all the stated deliverables detailed in the scope of work?

Does the Proponent provide substantial explanation of how they will address each requirement of the scope of work?

Where any of the scope requirements not addressed?

Timeline (10 points)

Does the Proponent provide a timeline that detailed milestones, and deliverables?

Does the Proposal include clear and realistic timelines including how they intend to meet the deadlines established in the timeline?

Does the timeline provide enough detail to portray the Proponent's understanding and ability to fulfill the requirements?

Criteria 2: Experience and Qualifications of Firm (Maximum 25 points)

Experience (15 points)

Does the Proponent provide a detailed description of their experience?

Does the project team have the relevant experience?

Training (5 points)

Does the Proponent provide descriptions of the training required to complete the Contract?

Client References (5 points)

Does the Proponent provide a minimum of three references?

Are the projects references similar to the size and scope of the project detailed in this RFP?

Criteria 3: Financial Proposal (Maximum 25 pts)

- i. Proponent pricing reflects the requirements as outlined in the Financial Proposal section of the RFP. (5 points)**
 - Is the Financial Proposal straight forward and easy to understand?
 - Does the Proponent provide all the requested pricing breakdowns?
 - Does the Proponent provide an invoicing structure?
- ii. Total Proposal Price as calculated using the total fixed fee formula (20 points)**

7.2 Selection Process

An Evaluation Committee consisting of representatives from the Township of Algonquin Highlands will evaluate the Proposals. It is the intention of the Owner to recommend the Proponent with the Highest Total Score for Award. As part of the selection process, the Owner may contact one or more Proponents (to a maximum of 3 Proponents) to clarify their Proposal.

Discussions will only be held with Proponents who have submitted a Proposal deemed to be reasonably acceptable for Award.

Proponents should note that Proposals must achieve a minimum of 60% in each criterion for the Proposal and pricing to be considered for Award.

7.3 Stages of Evaluation

Stage 1: Mandatory Submission Requirements (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposal complies with all the mandatory submission requirements:

- i. Part 8: Form of Proposal (signed and dated by the firm's representative with the authority to bind the corporation)
- ii. Include copies of all addenda and acknowledge each one with the Proponent's signature.

Proposals that do not comply with the mandatory submission requirements shall be disqualified for non-compliance and will not be evaluated further.

Stage 2: Criteria Evaluations (80 pts)

Stage 2 will consist of scoring by the Evaluation Committee of each compliant Proposal based on the detailed criteria as displayed in the submitted Proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

For the purpose of scoring, a scale of 1 to 10 will be used by the Evaluation Committee for each criteria. This score will then be converted into the allocated points and applied to each section

as outlined in the Evaluation Criteria. For example: If the criteria scores 7/10 and a maximum of 30 points can be awarded, 21 points would be awarded for that criteria.
 $7/10 = 0.7$, $0.7 \times 30 = 21$.

Score	Description
10	Clearly exceeds all areas within the RFP
9	Clearly exceeds most of the requirements within the RFP
8	Meets and exceeds many of the requirements within the RFP
7	Meets the requirements and exceeds some of the requirements
6	Generally , meets the minimum requirements within the RFP
1-5	Does not generally meet the minimum requirements within the RFP

Stage 3: Pricing (20 pts)

Stage 3 will consist of scoring the Financial Proposal submitted in the Proposal. Each Proponent will receive a percentage of the total possible 20 points allocated to price by dividing the Proponent's price into the lowest Proposal price.

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 20 points. A Proponent whose Proposal price is \$200 will receive ($150/200 = 75\%$), or 15 points.

The Proponent that achieves the Highest Total Score from Stage 2 and 3 will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

Stage 4: Reference Check

Reference checks may be performed on the Proponent with the Highest Total Score after steps 1 to 3 prior to a recommendation for Award. References will only be rated as a pass/fail whereby references that are considered accurate and relevant based on the size and scope of this project, and prove to validate, to the Owner's satisfaction, that the Proponent generally met the Reference's expectations will be rated as a pass. The Owner reserves the right to seek reference information on any Proponent if deemed required.

Stage 5: Award

The Evaluation Committee expects to recommend Award to the Proponent achieving the Highest Total Score as a result of the evaluation of Stages 1 through 3.

Part 8: Form of Proposal

This form is a mandatory submission requirement.

Form of Proposal

This Proposal is submitted by:

Contractor Information

Name of Firm or Individual (Hereinafter referred to as the Contractor)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

To the Members of Council;

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm, or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 5.6, 5.7, and declare that no Conflict of Interest exists.

I/We further declare that the named Firm, Individual, outside contractors, consultants, or subcontractor are not currently involved in litigation with the Owner.

I/We further declare that any and all addenda issued for this Request for Proposal have been signed, dated, and submitted as part of this Proposal.

Request for Proposal CTY-AH-2024-6

I/We acknowledge that failure to submit any mandatory submission requirements, including addenda will result in the Proposal being rejected for non-compliance and will not be considered for Award.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Proposal Documents, each and all of which forms part of this Proposal, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Proposal, and to complete the work in strict accordance with the Request for Proposal Documents and Proposal for the sums calculated in accordance with the Financial Proposal.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Proponent for the said work or until forty-five (45) calendar days after the said Submission Deadline, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Proposal by the Signing Authority of the Owner outlined in the Owner's Purchasing Policy bylaw.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Contractor Representative (Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Part 9: Contract Template

**Township of Algonquin Highlands
Proposal No.: CTY-AH-2024-6**

Tree Removal and Land Clearing at Braeloch Pit in the Township of Algonquin Highlands

Contract

This Contract made in duplicate on _____
Date (day/month/year)

by and between _____
Hereinafter called the "Contractor"

and **Township of Algonquin Highlands**
Hereinafter called the "Owner"

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner, to do all the work as described in the CTY-AH-2024-6 Request for Proposal Document.

Request for Proposal CTY-AH-2024-6, submission of the signed Form of Proposal, and the Contractor's Proposal forms the Agreement for which this Contract is based. The Contractor agrees to furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the specifications and Request for Proposal and submitted Proposal, which are identified and acknowledged in the Purpose of Procurement, Proposal Submission Requirements, Instructions to Proponents, Terms & Conditions, General Special Provisions, Evaluation Criteria, and addenda (if required), all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Contractor further agrees that they will deliver the whole of the work completed in accordance with the Contract on or before November 29, 2024, unless otherwise mutually agreed upon by the Owner and Contractor.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

In Consideration Whereas, the Owner agrees to pay to the Contractor for all work done, the stipulated sum or sums submitted in the Proposal. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Contractor. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Contractor.

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

In Witness Whereof, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor Representative
(Please Print)
(Authority to bind the Corporation)

Owner Representative
(Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Position held by Representative

Position held at the Township

This Contract will be revised prior to execution and will be emailed to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.