



REQUEST FOR TENDERS	
Requirement	Victoria Park Bandshell Design & Construction
RFT#	RFT # CS-2026-08
Issued By	The Municipality of Kincardine 1475 Concession 5 Kincardine, Ontario, Canada N2Z 2X6
Issue Date	February 25, 2026
Tender Notice Platform	<a href="http://www.kincardine.ca">www.kincardine.ca</a>
Bidding System	Email: <a href="mailto:tenders@kincardine.ca">tenders@kincardine.ca</a>
RFT Documents	RFT documents may be downloaded from the Tender Notice Platform.
Site Visit	A Site Visit will be held at <b>Victoria Park 707 Queen Street, Kincardine, 10:00 AM ET on March 09, 2026</b> Attendance is strongly encouraged. See Bidder's Workbook for additional details.
Bidder Inquiries	Questions and requests for changes to this RFT must be submitted through the Bidding System.
Deadline for Questions	The Municipality will respond to inquiries received by <b>5:00:00 PM ET on March 11, 2026.</b>
Bid Submission	Bids must be submitted via the Bidding System.
Submission Deadline	Bids must be fully received by the Bidding System by <b>2:00:00 PM ET on March 17, 2026.</b>
RFT Contact	Michel Di Giovanni, Manager of Parks & Facilities, <a href="mailto:mdigiovanni@kincardine.ca">mdigiovanni@kincardine.ca</a>
Contract Award	The Municipality anticipates that the contract will be awarded in April 2026
Project Completion by:	November 20, 2026

## **TABLE OF CONTENTS**

PART 1 – RFT PROCESS

PART 2 – SCOPE OF WORK

PART 3 – DRAFT CONTRACT

SCHEDULE 1 – BIDDER'S WORKBOOK

## PART 1: RFT PROCESS

### 1. Introduction

The Municipality of Kincardine is a municipality with a population of approximately 12,000 people located on the shores of Lake Huron in the province of Ontario, Canada. The current municipality was created in 1999 by the amalgamation of the Municipality of Kincardine, the Municipality of Kincardine, and the Municipality of Bruce. For more information on the municipality, visit [kincardine.ca](http://kincardine.ca).

The Municipality is seeking Bids from contractors to complete the project described in the Scope of Work in Part 2 of this RFT.

Below is a description of the tendering process.

### 2. Definitions

In this RFT document:

“Addendum” and “Addenda” mean a document released following posting of the RFT that amends or clarifies the content of the RFT.

“Bid” and “tender” are synonymous and refer to supplier’s submission in response to this RFT.

“Bidder” means a supplier that submits a Bid.

“Bidder’s Workbook” means the document attached as Schedule 1.

“Contractor” means the Bidder that has been awarded a contract with the Municipality to provide the Work.

“Work” means all the goods and services to be supplied by the Contractor as specified in Part 2 -Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFT document.

### 3. RFT Overview

This RFT is comprised of the following parts:

Part 1: RFT Process	General description of the tendering process.
Part 2: Scope of Work	<ul style="list-style-type: none"> <li>• Specifications</li> </ul>
Part 3: Contract Terms	<ul style="list-style-type: none"> <li>• Agreement between Municipality and Contractor (based on CCDC 14 2020 Stipulated Price Contract)</li> <li>• Additional Contract Terms</li> <li>• Health and Safety Agreement</li> </ul>
Schedule 1: Bidder’s Workbook	<ul style="list-style-type: none"> <li>• Site Visit instructions (if any)</li> <li>• Bid and contract security requirements</li> </ul>

	<ul style="list-style-type: none"> <li>• Insurance requirements</li> <li>• Bid submission forms</li> </ul>
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#### 4. Binding Offers

All compliant Bids are binding offers to supply the Work in accordance with the Scope of Work in Part 2 and the terms and conditions of the contract in Part 3. By submitting a Bid, a Bidder accepts (a) to be bound by all the terms and conditions of this RFT and Bid Forms and (b) to sign the Contract without modifications.

#### 5. Bidder Questions

Bidders should submit any questions relating to this RFT through the Bidding System before the Deadline for Questions.

#### 6. Addenda

Responses to questions received by the Deadline for Questions will be provided through an Addendum posted via the Tender Notice Platform. Addenda will not identify the Bidders that submitted the inquiry.

The Municipality will make reasonable efforts to respond to all Bidder inquiries. The Municipality may edit Bidder inquiries for clarity, exclude inquiries that are either unclear or inappropriate, and provide a single answer to similar inquiry posed by multiple Bidders.

It is a Bidder's sole responsibility to check the Tender Notice Platform often for new addenda. Bidders should ensure they have checked the Tender Notice Platform immediately before Bid submission to ensure nothing has been missed.

#### 7. Bid Preparation Instructions

##### (a) General Requirements

Mandatory Bid process requirements are denoted by the terms "must" or "shall" and preferred requirements are denoted by the word "should". To be considered, Bids must meet all mandatory Bid process requirements including the following which must be met:

- i. Include the completed forms in the Bidders Workbook;
- ii. be written in English;
- iii. respond to the Municipality's requirements; and
- iv. include all requested pricing information in Canadian dollars.

##### (b) No Counterproposals, Conflicts, Qualifiers or Assumptions

Bidders must not make assumptions when preparing their Bid. Bidders also must not add language in their Bid that either conflicts with the Municipality's requirements, qualifies the Bid or makes the Bid conditional. The period for questions is intended to provide Bidders a full opportunity to ask questions or

obtain changes to the RFT prior to Bid submission and failure to use the question period is at Bidder's sole risk.

If assumptions, counterproposals, conditions or qualifications appear in a Bid, the Municipality may either (a) disqualify the Bid; or (b) require that the foregoing be removed from the Bid, without any change to pricing, before the Bid can be considered further.

**(c) Equivalents (if applicable)**

When a component of the Work in Part 2 - Scope of Work is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Municipality will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Municipality's sole discretion. Where an equivalent product is approved prior to the Bid Submission Deadline, an Addendum will be posted to inform all Bidders of the approved equivalent.

Bidders are advised that the specified bandshell design has been pre-approved by Council and as such, any proposed equivalent, to demonstrably fulfill the requirement of the procurement, must be of the same or substantially the same design as the specified design in order to ensure compliance with the Council decision.

To avoid unnecessary investment in Bid preparation and Bid disqualification, before assuming an alternative is equivalent and should be acceptable to the Municipality, Bidders should request the Municipality's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Bid Submission Deadline.

**8. Bid Submission Instructions**

Bidders must submit their Bids through the Bidding System. Bidders may edit and resubmit their Bid Submission prior to the Submission Deadline. Bidders are solely responsible for making sure their Bid is fully received by the Bidding System (the IT system) prior to the Submission Deadline. **Delays caused by technical issues, such as internet connectivity issues or file sizes being too large, do not excuse a late Bid.** Bidders are advised to allow sufficient time to resolve any technological issues that may arise with Bid Submission.

**9. No Public Opening**

Since a full evaluation of the Bid documents for compliance is required prior to award, and in cases where Bidders are given the option of providing equivalent (substitutes) for evaluation, and/or because of the volume of units to be priced, prices will not be read out at Bid opening time.

**10. Bid Evaluation and Ranking Process**

Bids submitted on time will be examined and ranked in accordance with the following steps:

**(a) Review of Mandatory Requirements**

Bids will be reviewed to ensure they meet mandatory Bid process requirements, in particular to ensure all required Bid forms have been included in the Bid. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further. A minor administrative or clerical omission will not be considered a non-compliance where it does not have a substantial impact on the outcome of the process. For example, a missing confirmation of addenda on the Offer Form or missing administrative information such as an element of the Bidder's address, or a missing signature on a form is considered an administrative omission. Missing or substantially incomplete Bid forms, missing financial information and missing bid security are examples of material non-compliances that will result in a disqualification. Bidders will be provided with the opportunity to remedy a minor administrative or clerical omission.

**(b) Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Offer Form in the Bidder's Workbook. The Total Bid Price will be used to determine the lowest priced Bid.

**(c) Ranking**

Bidders will be ranked based on the lowest Total Bid Price and only compliant Bids will be eligible for a contract award.

**11. Pre-Contract Verification Process**

Prior to finalizing the contract with the selected Bidder, the Municipality may verify the information provided in the selected Bidder's Bid to confirm the Bidder's commitment and capacity to perform the Work consistent with this RFT and that the award of contract to the Bidder is in the Municipality's and the public and ratepayers' interest.

The Municipality may choose not to proceed to contract with the selected Bidder if the Municipality becomes aware of information that indicates, in the Municipality's reasonable opinion, that the Bidder is incapable of delivering the project as described in this RFT in accordance with the price in the Bid, or if it would not be in the public interest to award the contract to the highest Bidder, such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

**(a) Verification of References, Experience and Qualifications**

The Municipality may check the selected Bidder's references. If references are verified, the process described in the Reference Form in the Bidder's Workbook will be used. The Municipality may also consider the selected Bidder's past performance or conduct on previous contracts with the Municipality.

The Municipality may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance, or has misrepresented its experience or qualifications.

**(b) Verification of Pricing**

The selected Bidder may be asked to provide additional breakdown of its pricing as part of a pre-contract verification process.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Municipality may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Municipality.

If the selected Bidder's pricing appears to be unbalanced (i.e., pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked to adjust the allocation of prices to ensure pricing is balanced across different elements and phases of Work. The Municipality may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Municipality.

**(c) Verification of Workplan and Schedule**

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If the RFT includes specific project delivery or completion deadlines, the Municipality may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

**12. Award of Contract (No Negotiation)**

Following successful completion of the pre-contract verification process, the selected Bidder will be sent a notice of selection and asked to enter into a contract with the Municipality based on the Contract in Part 3 of this RFT.

The Municipality may accept to clarify certain aspects of the Contract however the terms and conditions of the Contract are not negotiable and no substantive changes will be made.

The selected Bidder is expected to enter into the Contract and provide proof of insurance, contract security, health and safety certifications and other pre-contract materials specified in the Bidder's Workbook within 10 days of the selection notice, or such other longer period of time as may be specified by the Municipality. If the selected Bidder does not enter into the contract or provide the pre-contracting materials within the required timelines, the Bidder will forfeit any bid security provided and the Municipality may proceed to the next ranked Bidder or cancel the RFT process.

**13. Notification and Debriefs**

After the Municipality has entered into a contract for the Work, for advertised RFT processes, a notice of award will be posted on the Tender Notice Platform. Upon request, the Municipality will provide an unsuccessful Bidder with a debrief to explain why the Bid was not successful. Bidders should submit a request a debrief by emailing the RFX Contact identified on the cover page of the Bid solicitation document within 30 calendar days of the award notice.

#### **14. Complaint Resolution**

Any Bidder that has questions or concerns about the outcome of the Bid process is encouraged to first request a debrief. If, following the debrief, the Bidder wishes to challenge the Municipality's decision in respect of the Bid process, the Bidder should submit a written complaint to the RFX Contact identified on the cover page of this RFX document within 5 business days of attending the debrief or within 10 business days of (i) becoming aware of the basis for a procurement complaint or (ii) publication of the notice of award of contract. The Municipality will review and respond to the Bidder's complaint within 20 business days.

To be considered by the Municipality, a complaint must be in writing and must include the following details:

- (a)** A precise statement of the relevant facts;
- (b)** An identification of the decision being challenged and the issues to be resolved;
- (c)** A clear summary of the Bidder's position and supporting documentation; and
- (d)** The Bidder's requested remedy.

#### **15. Bidder Standards of Conduct**

A Bidder may be disqualified at any time if it violates any of the terms or standards of conduct set out in the Bid Submission Form in the Bidders Workbook.

**PART 2: SCOPE OF WORK****1. GENERAL**

- 1.1. For purposes of the Contract, this Scope of Work including attached documents comprises the Specifications as defined in CCDC 14 2020.

**2. LOCATION AND GENERAL SCOPE OF WORK**

- 2.1. The Work is the Victoria Park Bandshell project for the design and construction of a Bandshell at Victoria Park (707 Queen Street, Kincardine).

**3. CONTRACT TIME**

- 3.1. The Contractor shall complete the Work described in this Contract in accordance with the following schedule:
- Contract Award: March 27, 2026
  - Completion of Design: April 30, 2026
  - Construction Begins: September 14, 2026 (Construction cannot begin before this date).
  - Ready-for-Takeover: November 20, 2026
- 3.2. The project must achieve Ready-for-Takeover on: November 20, 2026.
- 3.3. If the time limit specified above is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that augmented and/or additional daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed therefor. All requests for extension of said completion dates shall be made in accordance with the General Conditions.

**4. SPECIFICATIONS**

- 4.1. The Contractor shall provide design, engineering, architectural and construction services to build a Bandshell in Victoria Park.
- 4.2. The bandshell shall be the **Cedar Forest Shade Structures Band Shell 4, custom sized 40' x 30' (1200 sq ft) with a 6' x 26' enclosed storage area or an approved alternative.**
- 4.2.1. Proposed alternatives should be approved by the Municipality prior to bid submission.
- 4.2.2. Proposed alternatives must be substantially similar in design and function.
- 4.3. The bandshell shall have a broom finished concrete floor and at least 1 concrete pathway connection to the existing park pathway.
- 4.3.1. The bandshell shall not have a raised pad. The concrete pad shall be level with the surrounding grass.
- 4.4. The bandshell shall be located at the west end of Victoria Park, facing Russell Street. (See attachment A for approximate location).

- 4.5. The contractor shall relocate the existing park gazebo's electrical panel to the storage area of the new bandshell and maintain electrical connections to the existing park pathway lighting. (See attachment B for current approximate electrical locations)
- 4.6. All designs must comply with the AODA and the Municipality's Facility Accessibility Design Standards (FADs).
- 4.7. The contractor acknowledges the obligations, including training obligations, under the Accessibility for Ontarians with Disabilities Act, 2005 and associated Ontario Regulation 191/11: Integrated Accessibility Standard and have met the applicable obligations. The contractor further acknowledges that the Municipality of Kincardine may request evidence that the training obligations have been met, including but not limited to who was trained, what training they received and when they were trained, and the contractor agrees to provide the necessary documentation upon request.
- 4.8. The contractor shall be responsible for the demolition of the existing gazebo and removal of debris from the site to the Waste Management Centre. Tipping fees will be paid by the Municipality.
- 4.9. The contractor shall be responsible for final site grading and repairs to any turf damage in Victoria Park associated with the construction. Turf damage shall be repaired with screened topsoil and sod or hydroseed. This includes the area under the current park gazebo.
- 4.10. For the duration of the work, the contractor shall ensure the worksite is secured with 8ft construction fencing. The fencing shall only be removed once the project is complete.
- 4.11. Any trees that need to be removed to facilitate the Bandshell Construction will be removed by the Municipality prior to construction beginning.

## **5. UTILITY CO-ORDINATION**

- 5.1. The Contractor shall be responsible for determining the location of all Utilities, and for safeguarding same during construction. Utility re-locations which are required as a result of the Work under this Contract will be carried out by the utility companies prior to, or during, the construction Work. The Contractor shall co-ordinate his Work with the utility companies and shall schedule his Work as necessary to allow for the re-locations.
- 5.2. The Contractor shall have no claim against the Municipality for any costs associated with utility protection or relocation, or any delays resulting from the scheduling of these relocations.

## **6. WEEKEND AND HOLIDAY WORK RESTRICTIONS**

- 6.1. Work is not to be carried out on a Saturday, Sunday, or statutory holiday, unless expressly permitted by the Contract Administrator. If the Contractor wishes to carry out any Work on a weekend or holiday, he must make application to do so, together with his reason. The decision of the Contract Administrator shall be final.

## **7. HEALTH AND SAFETY, MUNICIPALITY OF KINCARDINE CONTRACTOR HEALTH & SAFETY HANDBOOK**

- 7.1. It is the Contractor's responsibility as "Constructor" under the provision of the *Occupational Health and Safety Act* to coordinate the activities of all employers and works operating within the contract limits to ensure that the requirements of the *Occupation and Health and Safety Act* are satisfied.

- 7.2. The Contractor shall comply with the Municipality of Kincardine Contractor Health and Safety Agreement which has been executed by the Contractor and forms part of the Contract .

**PART 3: CONTRACT**

The form of agreement to be used for the Work is CCDC 14 2020.

Additional Contract Documents - attached. The following attached documents will be included in the Contract and will supersede CCDC 14 2020:

- Additional Contract Terms

**ADDITIONAL CONTRACT TERMS**

- |                                  |    |   |
|----------------------------------|----|---|
| <b>1. Definitions</b>            | .1 | "Owner" and " Municipality" are synonymous in the Contract.   |
| <b>2. Other Contractor s</b>     | .1 | Other contractors, subcontractors and the Municipality'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. The Contractor shall at all times remain the constructor for purposes of health and safety matters at the Work site(s) and shall remain responsible for ensuring all persons are required to respect applicable health and safety requirements. |
| <b>3. Use of the Site</b>        | .1 | The Contractor must carry out the Work so as to have the least possible interference and disturbance to the normal use of the premises.   |
|                                  | .2 | Except as expressly agreed by the Municipality in writing, the Contractor must maintain services to existing buildings and provide for personnel and vehicle access.  |
|                                  | .3 | The Contractor must restrict construction and related activities to the Municipality-approved location and must not allow construction traffic to block entrances or exits to municipal facilities for any reason.  |
|                                  | .4 | The Contractor must co-ordinate any interference with Owner's operation at the Work site(s) 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 the Contractor's needs will be made.   |
| <b>4. Cutting, Patching</b>      | .1 | The Contractor must generally, patch and "make good" any and all surfaces cut, damaged, exposed, or disturbed to comply with any applicable statutory requirements and to the Owner's reasonable satisfaction.  |
| <b>5. Protection of Property</b> | .1 | The Contractor must protect surrounding private and public property from damage during the performance of the Work.   |
| <b>6. Fire Protection</b>        | .1 | The Contractor must provide and maintain temporary fire protection equipment during the performance of the Work as required by governing codes, regulations and by-laws.  |
|                                  | .2 | Open fires and burning of rubbish are not permitted on site.  |
| <b>7. Workplace Policies</b>     |    | The Contractor must comply with the Municipality's applicable workplace policies when performing in-person Work on municipal property. This includes all health and safety policies and the policy on COVID-19 vaccination.   |

- 8. Occupational Health and Safety**
- .1 The Contractor must follow the provincial Occupational Health and Safety Act and Regulations for construction projects. For the purposes of the act, the company contracted to carry out the Work shall be exclusively deemed the "constructor".
  - .2 Hazardous materials not identified by the Owner may be encountered at the worksite. The Contractor must use all necessary precautions when handling such material. It is possible that asbestos may exist in some form and if encountered the Contractor is responsible to notify the Owner and to follow Ontario Ministry of Labour regulations governing the handling of asbestos in the workplace.
  - .3 The Owner may, where the risk to health and safety is material or imminent, cause those who do not comply with the applicable health and safety laws and regulations to be escorted from the site.
- 9. Contractor Health and Safety Agreement**
- .1 The Contractor is required to sign the Municipality's Health and Safety Agreement and when signed, the Agreement becomes part of the Contract.
- 10. Protection of Building Finishes and Equipment**
- .1 The Contractor must prevent movement, settlement, or other damage to other adjacent structures, utilities, and parts of building to remain in place. Provide bracing and shoring if required.
  - .2 The Contractor must keep noise, dust, and inconvenience to occupants to a very minimum.
  - .3 The Contractor must protect building systems, services and equipment. Protect all furnishings within Work area with polyethylene film during construction.
  - .4 The Contractor must provide temporary dust tight screens, partitions, covers, railings, barricades, supports and/or other protection as required. Protect Workers, finished areas of Work and public.
- 11. Parking**
- .1 All vehicles must be parked in a designated parking area (except for reasonable loading and unloading of equipment and/or materials to a local entrance). Failure to observe these requirements may result the vehicle being ticketed and/or towed.
- 12. Signs and Advertisements**
- .1 No signs or advertisements of any description shall be displayed at the Work site(s) without permission of the Owner other than notices regarding safety.

- .2 Contractor shall ensure notices regarding safety and signs re-routing Municipality community whether driving or walking are prominently displayed.
  - .3 Upon completion of the Work, all signs shall be removed except those specifically directed by the Owner to remain.
- 13. Clean-up**
- .1 The Contractor must maintain the Work area in tidy condition, free from the accumulation of waste products and debris.
  - .2 The Contractor must remove waste and materials regularly so as to maintain a tidy Work site. Do not dispose of any waste in Municipality facilities unless specifically directed to do so by authorized personnel.
  - .3 The Contractor must store materials in areas specially designated by the Municipality. The Contractor must dispose of this debris in a legal manner so as to avoid causing a hazard to occupants and visitors on Municipality property.
- 14. Matching**
- .1 Where new work occurs in or adjacent to pre-existing work, it is the intent that colours and textures of visible finishes within these areas shall be matched to the satisfaction of the Owner.
- 15. Permits, Fees, Certificates**
- .1 The Contractor must obtain and pay for all required permits with the exception of the building permit, which shall be obtained and paid for by Municipality.
  - .2 The Contractor must arrange and pay for all inspection certificates required by authorities having jurisdiction, (i.e., Electrical Safety Authority Certificate). The Contractor must provide Municipality with copies of these certificates upon completion.
- 16. Disruption of Services**
- .1 The Contractor is responsible to provide adequate written notice to the Owner of any interruption of services (i.e., mechanical, electrical etc.) for the connection of new services or the alteration of existing services.
- 17. Sanitary Facilities**
- .1 Temporary sanitary facilities will be designated by the Municipality. The sanitary facilities so designated shall be the only facilities used by Contractor personnel during the Work.
- 18. Power**
- .1 Maximum power of 115V will be available at no cost. Any connection to this power source will be done at the Contractor's expense and liability, and in accordance with the Canadian Electrical Code. Connections to higher power requirements will be at the Contractor's cost.

- 19. Water Supply** .1 Water supply from an Owner-approved source is available for the Project at no cost. Connection and disconnection will be at Contractor's expense and liability.
- 20. Temporary Facilities** .1 Any temporary facilities provided at the site by the Contractor must be removed upon completion of the Work and the area used must be returned to the original condition.
- 21. Provisional Items** .1 Provisional Items (if any specified in the Contract) may be used in whole, part or not at all, at the discretion of the Consultant.
- .2 The unit price for provisional Items shall apply regardless of the actual quantity required.



# **BIDDER'S WORKBOOK**

**BIDDER’S WORKBOOK**

**1. Introduction**

The Bidder’s Workbook sets out instructions relating to site visits, bid and contract security and includes the Bid submission forms. Bidders must use the forms in this Bidder’s Workbook when preparing their Bid.

**2. Site Visit Instructions**

Site Visit Contact	Michel Di Giovanni, Manager of Parks & Facilities
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In-Person meeting	<input checked="" type="checkbox"/>
Virtual Site Visit	<input type="checkbox"/>

**In Person Meeting**

1. Bidders must confirm their intent to participate in the Site Visit with the Municipality by emailing the Site Visit Contact named in the above table.
2. Maximum 2 persons per Bidder.
3. Parties are strongly advised to arrive 15 minutes early to complete registration process.
4. Safety shoes required.

**3. Bid Security (must include with Bid)**

Not Required.

**4. Contract Security: Labour/Material and Performance Bonds**

Contract Security must be in the form of either a certified cheque, bank draft, money order or irrevocable letter of credit from a financial institution that is subject to the Bank Act and authorized to do business in Ontario, in the amount of 20% of the Tender Amount.

Bonds/contract security will be held until expiration of the Warranty Period in the Contract. The security may be returned before this time has elapsed provided there is satisfactory evidence that all liabilities incurred by the Contractor in carrying out the Work have been satisfied and that all liens have expired or have been satisfied, discharged or provided for and that a clearance certificate from the Workplace Safety Insurance Board (W.S.I.B.) is provided.

**5. Insurance Requirements**

For the insurance required to be maintained, see the CCDC 41 2020, amended as follows:

- Section 1 Instead of \$10M in general liability insurance, only \$5M is required.
- Section 2 For automobile liability insurance, only \$1M is required.
- Section 5 “Broad Form” property insurance is required.
- Section 3 There is no requirement for Marine Aircraft and watercraft liability insurance.

- Section 4 There is no requirement for unmanned aerial vehicle liability insurance.
  - Section 6 There is no requirement for Boiler and machinery insurance.
  - Section 7 There is no requirement for Contractors' equipment insurance coverage.
  - Section 8 There is no requirement for Contractors' pollution liability insurance. .
- The cost of insurance is included in the Total Bid Price.

**6. Pre-Contract Documentation**

Bidders are advised that, if successful, they will be required to submit the following documents within 10 days of notification of award of contract:

- Certificates of insurance evidencing the required insurance coverage
- Signed Health and Safety Agreement (attached)
- WSIB certificate or exemption letter

**7. Bid Submission Forms**

The following Bid Submission Forms, which are included in the Bidder's Workbook, must be used in the preparation of Bidder's Bid package:

FORM	REQUIRED?
Offer Form	YES
Reference Form	YES

## BID SUBMISSION FORMS

### OFFER FORM

**RFT NUMBER** RFT CS-2026-08  
**Project Title:** Victoria Park Bandshell Design and Construction  
**Address/Location:** 707 Queen Street, Kincardine, ON

**SUBMITTED ON BEHALF OF** (Bidder to complete):

<b>The full legal name of the Bidder:</b>	
<b>The jurisdiction under which the Bidder was incorporated or otherwise established:</b>	
<b>Bidder Address:</b>	
<b>Bidder Contact Person (name, title):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

The Bidder offers to enter into the contract included in this RFT, to do all of the Work and to furnish all necessary labour, machinery, tools, apparatus, and other means of construction, and to provide, furnish, deliver and place all materials described, in strict accordance with the Scope of Work, including all plans, specifications and supplemental specifications at the following Total Bid Price:

<b>TOTAL BID PRICE, EXCLUSIVE OF HST:</b>	<hr/> [To be completed by Bidder]
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The above Bid price is in Canadian funds and is all inclusive except as otherwise explicitly noted in the RFT. For certainty, the firm Bid price includes, without limitation, all work, materials, equipment, labour, insurance, contract security and applicable taxes in force at this date except the Harmonized Sales Tax. The HST will be chargeable and shown on invoices.

**1. Confirmation of Addenda**

<b>THE BIDDER HAS REVIEWED THE FOLLOWING NUMBER OF ADDENDA:</b>	<hr/> [To be completed by Bidder]
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## BID SUBMISSION FORMS

### 2. Completed Attachments

The following attachments are included with the Bid:	Bidder to check/confirm
1. Schedule of Unit Prices	<input type="checkbox"/>
2. References – completed Reference Form for <u>3 references</u>	<input type="checkbox"/>
6. Contract Security – Letter of Credit etc	<input type="checkbox"/>

### 3. Confirmation of Substantial Performance Date

By submitting this Offer Form, the Bidder confirms that *Ready-for-Takeover* as defined in CCDC 14 terms forming part of the contract can be attained by the date set out below.

<b>READY-FOR-TAKEOVER DATE:</b>	November 20, 2026
---------------------------------	-------------------

### 4. List of Subcontractors

The following subcontractors are proposed – if not listed, the list must be delivered before contract execution:

TRADE (To be completed by Bidder)	COMPANY NAME (To be completed by Bidder)

### 5. Minimum Bidder Standards of Conduct

- (a) No Public Statements or Lobbying. The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the Bid process, or the award of the Contract, without the express prior written consent of the Municipality. The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this Bid process, or otherwise attempt to influence the outcome of the process directly or indirectly by any manner whatsoever other than by submitting a Bid.
- (b) No Collusion or Bid Rigging. The Bidder certifies that:
- i. the prices in their Bid have been arrived at independently from those of any other bidders;
  - ii. 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
  - iii. 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.

## BID SUBMISSION FORMS

- (c) Disqualification. A failure to respect the above requirements may lead to disqualification of the Bidder from the process.

### 6. Municipality's Reserved Rights

- (a) Bidder Errors in Calculations. Wherever there are unit prices or subtotal prices used to calculate a total or extended Bid price and the total or extended Bid price does not accord with the correct calculation of the extended price or total price, the unit price and sub-total prices shall govern. The calculation of the total or extended price shall be corrected by the Municipality and the corrected extended or total prices will be used for evaluation and contracting purposes.
- (b) Municipality's Rights and Privileges. Notwithstanding any other provisions of this RFT, the Bidder accepts that the Municipality may exercise the rights below, in its discretion and without any liability to any Bidder.
- i. Amend the scope, schedule, or details of the RFT, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason without any liability to Bidder.
  - ii. If only 1 Bid is received, the Municipality deems it is not in the public interest to award the Contract as there is no ability to ensure the Bid prices are competitive. In such cases, the Municipality reserves the right to cancel the RFT process and to negotiate prices with the Bidder that submitted the single Bid.
  - iii. Where the successful Bid is over budget, the Municipality may cancel the RFT process and negotiate reductions in pricing with the successful Bidder. Where the parties are unable to achieve acceptable price reductions, either party may terminate negotiations without any liability to the other.
  - iv. Verify or clarify 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 Municipality discovers contains misleading or inaccurate information.
  - v. Disqualify any Bidder that engages in prohibited or illegal conduct, including 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.
  - vi. Reject a subcontractor proposed by a selected Bidder.
  - vii. Re-advertise for new Bids or enter into negotiations for the Work or for goods and services of a similar nature following cancellation of this RFT for any reason.
  - viii. Require Bidders with a tied bids to submit a best and final offer ("BAFO") and select the lowest priced bid following the BAFO process or, if Bids are still tied, to select the winning bidder based on a coin toss.

### 7. Limitation of Municipality's Liability

Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Municipality, 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

## BID SUBMISSION FORMS

Bidder specifically agrees that it will have absolutely no claim against the Municipality nor any representative of the Municipality for any reason whatsoever and the Municipality shall have no liability to the Bidder whether in contract, tort, equity or other principle of law, including without limitation if the Municipality does not select a lowest priced Bidder; suspends, cancels or in any way modifies the requirements, the RFT; or accepts any compliant or non-compliant Bid.

If, notwithstanding the above, a Bidder is determined by a court or administrative body of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Municipality or any representative, including without limitation any exercise the Municipality's sole 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).

### 8. Governing Law

This RFT shall be interpreted and construed in accordance with laws of Ontario and applicable laws of Canada. If any provision of this RFT is in conflict with any statute or legal principle 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.

### 9. Bid Irrevocability

The Bidder agrees that its Bid is an irrevocable offer which is firm in effect and open for acceptance **for 90 calendar days** (the "**Irrevocability Period**") from the Submission Deadline. If the Municipality deems it necessary to extend the Irrevocability Period, the Bidder agrees to extend the Irrevocability Period, unless the Bidder revokes its Bid in writing within 5 calendar days of notice of such extension by the Municipality.

**ON BEHALF OF BIDDER, THE FOLLOWING DULY AUTHORIZED SIGNATORY CONFIRMS THIS OFFER AND ACKNOWLEDGES ITS ACCEPTANCE THE TERMS OF THE RFT PROCESS:**

Signature:	
Name:	
Title:	
Date:	

This form may be executed by hand-written or electronic signature.

## BID SUBMISSION FORMS

## BID SUBMISSION FORMS

### REFERENCE FORM

Three references must be provided. The selected Bidder's references will be contacted and asked to verify the information on the form and to answer the following two questions:

- (a) Overall, did the Bidder generally meet the organization's expectations and requirements?
- (b) Would you work with this Bidder again in this capacity?

To "pass" the reference check, the Bidder's references must list projects that are reasonably similar to the RFT project in nature and scope, and the reference contact person must confirm the accuracy of the information provided by the Bidder in the Reference Form and provide a positive response to questions above.

If a reference cannot be reached within a reasonable time or is unable or unwilling to provide a reference for any reason, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference can not be reached within a reasonable period of time or is also unwilling or unable to provide a reference, the selected Bidder will fail the reference check.

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	

## BID SUBMISSION FORMS

Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Similarity of reference project to project described in RFT.	
Location:	

## BID SUBMISSION FORMS

### Schedule of Unit Prices

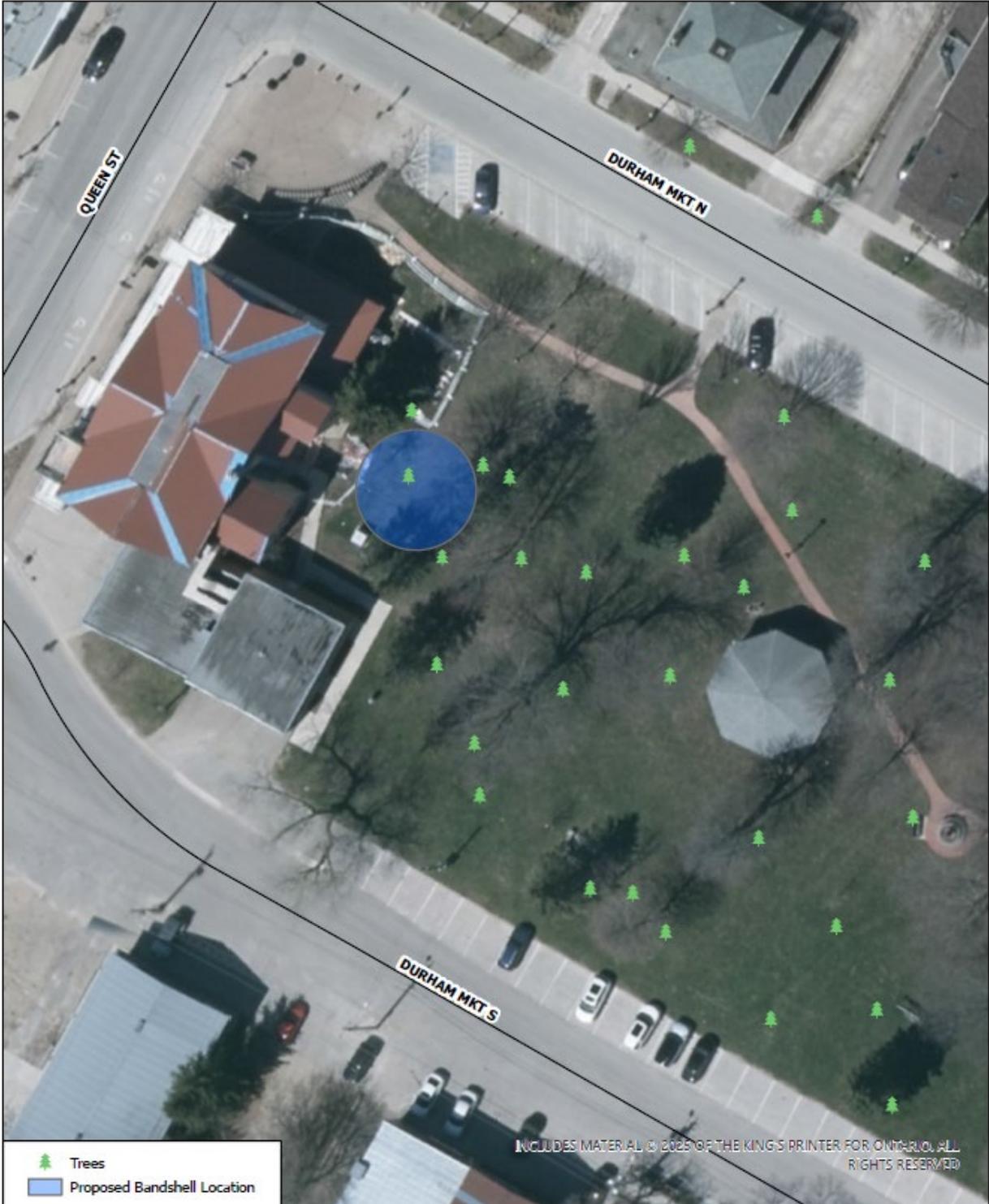
Description	Amount
<b>Design</b>	
Engineering/Architectural Design Services	\$
Electrical Design & ESA Permits	\$
Construction Administration	\$
<b>Construction</b>	
Mobilization	\$
Layout and Site Preparation	\$
Excavation, Grading & Backfill	\$
Concrete Pad and Foundations	\$
Bandshell Supply and Delivery	\$
If Proposing an Alternate, specify make/model: _____	
Bandshell Installation	\$
Electrical System Installation and Trenching	\$
Landscape Repairs and Sodding/Hydroseed	\$
Commissioning	\$
Demolition of Existing Gazebo and Hauling (exclude tipping fee)	\$
Demobilization	\$
<b>Cash Allowances, if any</b>	
	\$
	\$
	\$
<b>Project Total Price (excluding HST):</b>	<b>\$</b>

BID SUBMISSION FORMS

Attachment 'A'



# Victoria Park Proposed Bandshell

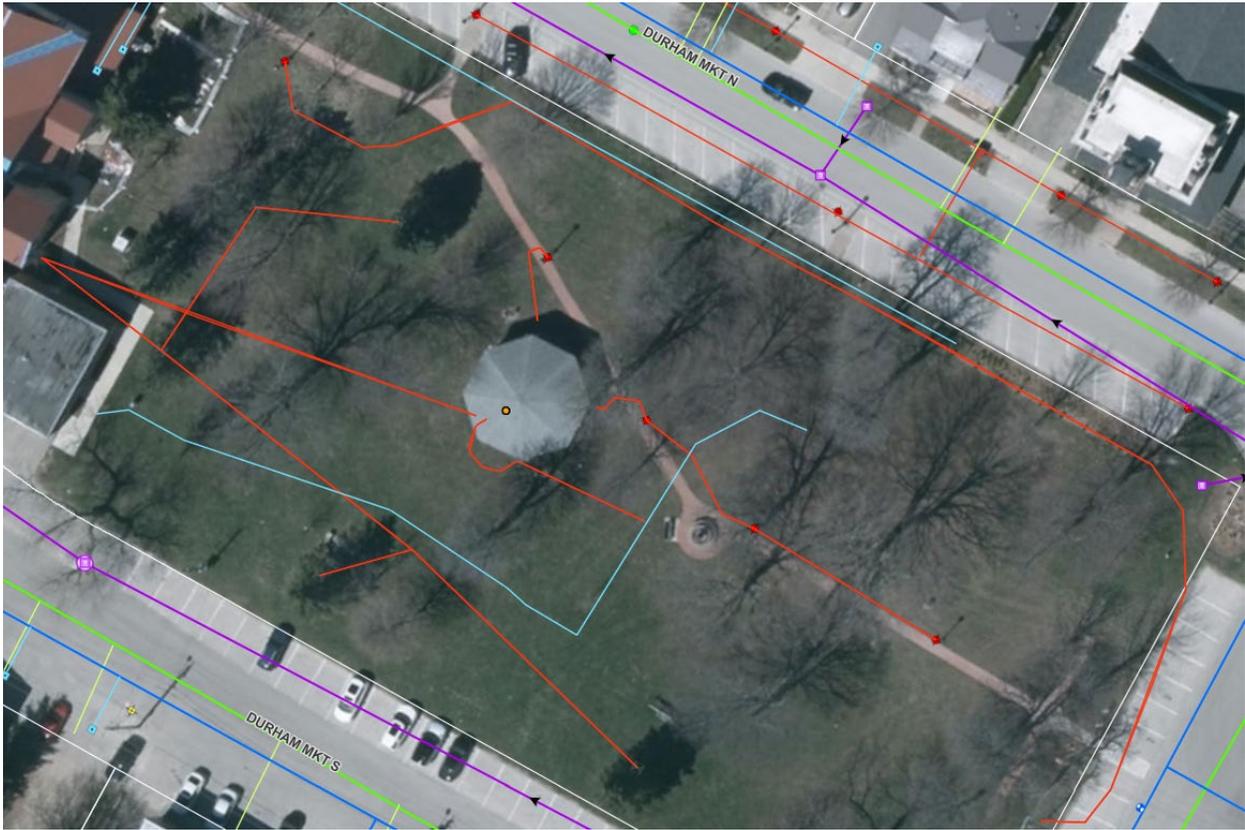


-  Trees
-  Proposed Bandshell Location

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# BID SUBMISSION FORMS

## Attachment 'B'



Red – Electrical wire

Light Blue – Irrigation pipe