



THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

REQUEST FOR PROPOSAL (RFP)

RFP-02-2026

STATION PARK RETAINING WALL REPLACEMENT

178 QUEEN STREET, KILLALOE, ON

Date of Issue: June 29, 2026

Closing Date: July 30, 2026, 4:00 PM Local Time

Township of Killaloe, Hagarty and Richards

Municipal Office

1 John Street

Killaloe, Ontario K0J 2A0

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PART 1 – INSTRUCTIONS TO BIDDERS

1.1 – Closing Date and Time

Request for Proposals (RFP) shall be submitted no later than **July 30, 2026, at 4:00 PM (local time)**. RFPs received after the specified closing date and time will not be considered.

1.2 – Trade Compliance and Open Competition

The Township is committed to conducting a fair, open, and transparent procurement process. Suppliers from all Canadian provinces and territories are encouraged to submit bids.

Where the value of this procurement meets or exceeds the applicable trade agreement thresholds, this procurement shall be conducted in accordance with the Canadian Free Trade Agreement (CFTA) and any other applicable trade agreements. Bids will be evaluated in a fair and non-discriminatory manner, without local preference.

1.3 – Buy Ontario Act

The Province of Ontario has introduced requirements under the *Buy Ontario* framework applicable to municipal capital infrastructure procurements. The intent of these requirements is to strengthen Ontario and Canadian supply chains, improve economic resilience, support domestic manufacturing and labour, and encourage the use of Ontario and Canadian goods and services in publicly funded infrastructure projects.

As part of these requirements, municipalities must identify the major goods and services required for project deliverables and require proponents to submit a Domestic Supply Chain Plan identifying the extent to which Ontario and Canadian goods and services will be utilized.

For the purposes of this procurement, the Township has identified the following major project goods and services:

- Engineering and design services;
- Demolition and disposal services;

- Retaining wall materials and system components;
- Drainage materials, aggregate and backfill materials;
- Guard and railing systems;
- Concrete parking curbs;
- Construction labour;
- Equipment and associated construction services; and
- Site restoration materials and services.

The Township encourages proponents to maximize the use of Ontario-produced and Canadian-produced goods and services wherever commercially and technically feasible.

As a mandatory requirement of this RFP, proponents shall submit a Domestic Supply Chain Plan (Appendix "I") demonstrating that a minimum of fifty-one percent (51%) of the total value of goods and services proposed for the project will originate from Ontario and/or Canadian sources.

Ontario and Canadian content may include goods manufactured, assembled, produced, or substantially transformed in Ontario or Canada, as well as professional services, construction labour, and subcontracted services provided by Ontario or Canadian businesses.

The Township reserves the right to request supporting documentation at any time to verify the information contained in the Domestic Supply Chain Plan, including invoices, supplier declarations, manufacturer certifications, subcontract agreements, or other evidence deemed satisfactory by the Township.

Failure to submit (Appendix "I") or failure to demonstrate the minimum fifty-one percent (51%) domestic content commitment may result in the proposal being deemed non-compliant.

1.4 – Bidding Requirements

(a) A certified cheque made payable to the Township of Killaloe, Hagarty and Richards in the amount of **10% of the total RFP** must be submitted with the RFP, for deposit purposes.

(b) Deposit cheques from unsuccessful bidder will be returned within ten (10) calendar days of the RFP opening. The cheque of the successful bidder shall be deposited and retained until the project has been completed to the satisfaction of the Township.

(c) The successful Contractor may file with the Township a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of **100% of the total estimated RFP**. Upon receipt of such a bond, the Township will return the Contractor's RFP deposit cheque.

(d) The successful Contractor shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the acceptance notice. Coverage shall be at least **\$5,000,000** per accident and name the Township of Killaloe, Hagarty and Richards as a an additional insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.

(e) The successful Contractor shall also include Appendix "F" with submitted RFP as proof of Workers Compensation Insurance Coverage.

Note: The RFP results will be publicly advertised and awarded transparently.

1.5 – Municipal Contact

It is the responsibility of the Bidder to seek clarification on any matter related to this Request for Proposal. All inquiries, requests for clarification, or requests for additional information must be directed in writing to the designated Municipal Contact by email or facsimile. The Township assumes no responsibility for any oral instructions or information.

Municipal Contact: Dale Thompson, Asset Manager

Fax: 613-757-3634

Email: assetmanager@khrtownship.ca

Bidders shall not contact any elected official, officer, employee, or agent of the Township other than the designated Municipal Contact with respect to this Request for Proposal from the date of issuance until the completion of the selection process. Failure to comply with this requirement may result in disqualification.

1.6 – Addenda and Requests for Clarification

1.6.1 – Addenda

The Township may, at any time prior to the Closing Date, issue written addenda to clarify, modify, or correct this Request for Proposal, including any errors, omissions, or matters of interpretation.

All addenda will be posted on the Township's website at **www.killaloe-hagarty-richards.ca**. It is the sole responsibility of each Bidder to check for and obtain all addenda and to incorporate them into its RFP.

No information, clarification, or interpretation, whether oral or written, obtained from any source other than by way of a formal written addendum shall be binding on the Township. If an addendum is issued within three (3) days of the Closing Date, the Township reserves the right, in its sole discretion, to extend the Closing Date.

1.6.2 – Requests for Clarification

All requests for clarification regarding this Request for Proposal must be submitted in writing to the designated Municipal Contact identified in this document.

- Requests shall be submitted by email or facsimile, as directed.
- Each request shall include the Bidder's name, address, telephone number, and email address.
- Where a request relates to a specific section, the Bidder shall reference the applicable section number and page.
- Requests for clarification must be received no later than **July 23, 2026 at 4:00 PM Local Time**.

The Township may, in its sole discretion, respond to any request for clarification. Responses will be provided in the form of written addenda posted on the Township's website. In responding to requests, the Township will not identify the Bidder submitting the request and may:

(a) edit the question(s) for clarity;

(b) decline to respond to any question that is unclear, inappropriate, or received after the deadline; and

(c) consolidate similar questions and provide a single response.

Only written addenda issued by the Township shall form part of this Request for Proposal.

1.7 – RFP Submission Requirements

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Proposal. All Bidders should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Township as per the terms set out herein.

It is agreed that the RFP quantities are estimated only and may be increased or decreased by the Township without alteration to the RFP price. However, such increases or decreases shall not exceed **20%**.

1.8 – Method of Submission

1.8.1 – Delivery of Request for Proposals

RFPs must be submitted in a sealed envelope by hand delivery, courier service, or mail to the location specified in this RFP.

An RFP may be rejected if:

(a) It is delivered to a location other than that stated on the Proposal Delivery Label (Appendix “D”).

(b) The RFP Envelope or Package enclosed in the Courier envelope does not clearly state “Request for Proposal Documents Enclosed,” or is not removed from the courier packaging prior to the Closing Time and Date; or

(c) It is received after the Closing Date and Time.

The Township is not responsible for any delays or errors caused by courier or postal services.

1.8.2 – Request for Proposal Delivery Label

The RFP delivery label as supplied in Appendix “D” must be affixed to the exterior of the RFP envelope without any additional covering. For courier deliveries, the RFP must be enclosed within a separate inner envelope inside the courier packaging, with the RFP Delivery Label affixed to the outer envelope of the inner package. Failure to correctly affix the label may result in rejection of the RFP.

1.8.3 – Submissions by Facsimile or Email

RFPs submitted by facsimile or email will be rejected and may disqualify the Bidder from consideration under this RFP. **Only hard copy submissions will be accepted.**

1.8.4 – Request for Proposal Submission Format

RFPs must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All RFPs submitted must be clearly marked as follows:

***“Request for Proposal RFP-02-2026
STATION PARK RETAINING WALL REPLACEMENT
Attention: Tammy Gorgerat, CAO/Clerk
Township of Killaloe, Hagarty and Richards
1 John Street,
Killaloe, Ontario K0J 2A0”***

All Bidders must complete and submit a Contractor Identification Sheet using the format provided as (Appendix “A”). The Contractor Identification Sheet must be duly signed by a person authorized to bind the organization and affixed with the corporate seal, if applicable.

Bidders must also complete and submit an Acknowledgement of RFP Documents Received (Appendix “B”). The Acknowledgement must be duly signed by a person authorized to bind the Contractor’s organization and affixed with the corporate seal, if applicable.

The Township reserves the right to reject any RFP if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Township that the Contractor is qualified to carry out the obligations of the contract.

1.9 – Mandatory Submission Requirements

Bidders must adhere strictly to all requirements and complete all sections of this RFP, including all appendices, statements, and issued addenda. Failure to do so may result in rejection of the RFP.

Submissions must include the following items:

- Proof of coverage for Liability Insurance, and WSIB in accordance with Section 3.17
- Certified deposit cheque in accordance with Section 1.4
- Appendix “A” – Contractor Identification Sheet
- Appendix “B” – RFP Acknowledgement and Addenda Documents Received
- Appendix “C” – Contractor Experience and References
- Appendix “D” – RFP Delivery Label
- Appendix “E” – General Contractor Accessibility Agreement
- Appendix “F” – Occupational Health and Safety Declaration
- Appendix “G” – RFP Form; including proposed pricing and scheduling
- Appendix “H” – Declaration of Non-Collusion
- Appendix “I” – Domestic Supply Chain Plan & Domestic Content Commitment

In addition, proponents shall provide:

- A conceptual design drawing or sketch;
- Description of proposed retaining wall system;
- Preliminary drainage concept;
- Proposed guard and railing details;
- Expected service of the retaining wall system;

- Warranty information;
- Key project personnel; and
- List of proposed subcontractors.

1.9.1. – Mandatory Site Meeting

A mandatory site meeting shall be held at the Retaining Wall in Station Park on July 9, 2026 at 2:00PM.

Attendance by at least one representative of each bidder is mandatory.

Failure to attend the site meeting shall render the proposal non-compliant and subject to disqualification.

PART 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

2.1 – Project Overview

The Municipality is seeking proposals from qualified vendors for the demolition, removal, design, and construction of a new retaining wall system at Station Park, located at 178 Queen Street, Killaloe, ON. The existing wall is approximately 4-5 feet in height, more than 200 feet in length, is constructed of square timbers and has reached the end of its life cycle. The Township has budgeted a maximum of \$100,000.00 (including applicable HST) for this work, however, for evaluation purposes, lower bids will be preferred.

2.2 – Scope of Work

Bidders are required to submit a conceptual sketch and description of a retaining wall system, including associated guards/railings, that is structurally sound, aesthetically pleasing, provides for an enhanced life cycle, and integrates innovative and accessible components.

Acceptable retaining wall systems may include, but are not limited to:

- Engineered concrete block systems;
- Precast concrete retaining wall systems;
- Cast-in-place reinforced concrete/ICF walls;
- Armour stone retaining walls;
- Mechanically stabilized earth (MSE) systems;
- Other engineered retaining wall systems approved by a Professional Engineer licensed in Ontario.

Additional project deliverables the successful bidder will be required to complete as part of this RFP's deliverables include:

- Design of the retaining wall system including all structural, drainage, construction details and associated design elements by a Professional Engineer of Ontario. The Township reserves the right to review, request amendments and approve the final design drawings without additional cost.
- Design of the retaining wall guard system by a Professional Engineer of Ontario. The Township reserves the right to review, request amendments and approve the final design drawings without additional cost.
- Obtain a Building Permit from the Chief Building Official, request all prescribed inspections and obtain permit close out from the same.
- Demolition, removal and disposal of existing timber retaining wall
- Supply and Construction of retaining wall and guard system
- Supply and installation of all applicable drainage and backfill
- Supply and Installation of 19 parking curbs in each parking space adjacent to the retaining wall. Curb stop and their installation shall conform to OPSD 600 Series (Parking Lot Elements) and CSA A23.1/A23.2-precast concrete parking curbs, as applicable.

- Restoration and integration of existing garden bed system and ground works into newly erected retaining wall.
- Shall be responsible for all engineering, permit fees, utility locates, traffic control, disposal costs, materials, labour, equipment, testing and site restoration required to complete the project.
- Contractor shall ensure that construction work accommodates the various events that occur within the park.
- Project shall be completed by **December 1st, 2026** at a maximum.

2.3 – Geotechnical and Site Conditions

Proponents shall satisfy themselves regarding site conditions, access constraints, existing grades, utilities, drainage conditions, and soil conditions prior to submitting a proposal.

The Township makes no representation regarding subsurface conditions unless expressly provided in writing.

No claim for additional compensation arising from site conditions that could reasonably have been identified through site investigations shall be considered.

2.4 – Compaction and Grading Requirements

(a) Compaction shall meet a minimum of **100% Standard Proctor Maximum Dry Density (SPMDD)**, or as otherwise directed by the Township.

(b) The Township reserves the right to require proof of compaction, including field density testing, at the Contractor's expense.

2.5 – Waste Disposal

All waste and demolition materials shall be disposed of at an approved waste disposal site in accordance with Ministry of Environment regulations. Hazardous, designated substances or toxic material will not be accepted at the Killaloe, Hagarty and Richards Waste Disposal Site.

2.6 – Product Specifications

All work shall be carried out according to the Ontario Building Code, OPSD 600 series, CSA A23.1/A23.2 and all other standards as applicable.

2.7 – Restoration of Site

Upon completion, shoulders, entrances, intersections, and disturbed areas shall be left neat and restored to the satisfaction of the Township.

2.8 – Completion Date

The work shall be completed by **December 1, 2026**. Earlier completion dates or schedules that accommodate park event schedules will be evaluated accordingly. Contractor is required to submit a proposed schedule of construction milestones as per Appendix “G”.

2.9 – Liquidated Damages

Failure to complete the work by the specified date may result in liquidated damages of **\$500.00 per calendar day**.

PART 3 – TERMS AND CONDITIONS

3.1 – Unauthorized Response

Only the designated Municipal Contact is authorized to speak on behalf of the Township regarding this Request for Proposal. Any Bidder who relies on information, clarification, or interpretation from any other representative does so entirely at their own risk.

3.2 – Request for Proposals to Remain Open

(a) RFPs will remain open for a period of **ninety (90) days** for review and award. If the Township requires an extension beyond this period, all Bidders will be notified.

(b) RFP submissions may only be withdrawn if the request is made prior to the RFP Closing Date and Time. Requests must be directed to the Chief Administrative Officer/Clerk-Treasurer by letter or in person by a Senior Officer of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of an RFP does not disqualify a Bidder from submitting another RFP on the same contract.

(c) All RFPs shall be irrevocable and remain open for acceptance for a period of at least ninety (90) days following the stated closing date.

3.3 – Materially False, Incorrect, or Misleading Information

The Township may, at any time during the RFP process and without liability, cost, or penalty, reject any RFP or disqualify any Bidder if, in the Township's sole discretion, the RFP contains materially false, incorrect, or misleading information.

3.4 – Changes to Contract

No deviation from the RFP shall be made in the execution of the work without the prior written approval of the Township. The Bidder shall provide written notice and obtain written approval from the Township for:

- (a) Additional work, materials, services, or items not specified in this RFP, including corresponding cost estimates and schedule adjustments; and
- (b) Any recommended changes to the specifications, whether such changes increase or decrease the scope of work.

3.5 – Cancellation and Termination

- (a) The Township reserves the right, in its sole discretion, to change the dates, schedules, and deadlines set out in this RFP, to modify the scope of the project, or to cancel the RFP or the project without providing reasons.
- (b) The Township may cancel the contract at any time if the services are deemed unsatisfactory, or if the specifications or invoiced amounts do not match the RFP prices.

(c) The contract may be terminated if the successful Contractor fails to fulfil the work to the satisfaction of the Township.

(d) The Township may suspend the Contractor's bidding privileges, subject to the Procurement By-Law and principles of procedural fairness, for a period of up to twelve (12) months.

(e) The Township may cancel the contract without cause by providing fifteen (15) days' written notice.

3.6 – Freedom of Information

The Bidder consents to the disclosure of any information contained in its RFP submission under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

3.7 – Conflict of Interest and Unfair Advantage

Bidders must disclose:

(a) any actual or potential conflict of interest.

(b) any relationship with Township staff or Council that may create perceived bias; and

(c) any prior involvement in developing specifications or background information that could create an unfair advantage.

If such a conflict exists, the Township may, at its discretion, withhold the award of a contract until the matter is resolved. The successful Contractor, or any other companies with the successful Contractor's interests, is not permitted to participate in any subsequent competitive bidding process for the construction portion of this project.

3.8 – Accessibility for Ontarians with Disabilities Act (AODA Compliance)

(a) The Contractor shall comply with the Township's accessibility policies and requirements, as outlined in Appendix "E" – General Contractor Accessibility Agreement.

(b) The Contractor shall comply with all applicable requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, including Ontario Regulation 191/11 (Integrated Accessibility Standards), as amended.

(c) The Contractor shall ensure that all employees, agents, and subcontractors who provide goods or services on behalf of the Township have received accessibility training as required under the AODA and its regulations.

(d) The Municipality is committed to providing accessible procurement documents in accordance with the Accessibility for Ontarians with Disabilities Act (AODA). Upon request, this RFP Document and any associated information can be made available in an alternative format or with communication supports to accommodate the needs of persons with disabilities. To request an alternative format, please contact the Municipal Office. The Municipality will work with the requester to determine the most appropriate accessible format or support in a timely manner.

(e) The Municipality is also committed to integrating accessibility considerations throughout its procurement processes. Suppliers are encouraged to consider accessibility in the design, delivery, and support of the goods and services they provide, and to identify any accessible features or options available as part of their submission.

3.9 – Health and Safety Requirements

(a) The Contractor shall comply with the Township's Occupational Health and Safety policies and requirements as outlined in Appendix "F" - Occupational Health and Safety Declaration. At all times during the performance of the work, the Contractor shall also comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, all regulations thereunder, including but not limited to Construction Project Regulation (O. Reg. 213/91), and all other applicable federal, provincial, and municipal health and safety legislation, standards, and requirements.

(b) The Contractor shall be solely responsible for initiating, maintaining, and supervising all health and safety precautions and processes in connection with the work. The Contractor shall ensure that all workers assigned to the project possess the necessary

training, qualifications and competencies required to safely and effectively perform their designated duties.

(c) Where required under the *Occupational Health and Safety Act*, the Contractor shall assume the responsibilities of Constructor and shall fulfil all statutory obligations associated therewith.

(d) The Contractor shall ensure all subcontractors comply fully with the same health and safety obligations and shall remain responsible for their acts and omissions.

(e) Failure to comply with health and safety requirements, unsafe work practices, or failure to correct deficiencies immediately upon notice may result in suspension of the work, removal from the site, withholding of payment, or termination of the Contract, without cost to the Township.

(f) The Township reserves the right to monitor site safety practices but assumes no responsibility for the Contractor's health and safety obligations.

3.10 – Locates, Traffic Control, and Traffic Protection Plan

(a) The successful Contractor shall be solely responsible for obtaining all necessary utility locates and providing all required temporary traffic control, including but not limited to signage, barricades, and personnel (flaggers), in strict accordance with the *Ontario Traffic Manual – Book 7* and all applicable municipal by-laws.

(b) **Utility Locates:** The Contractor must verify and protect underground infrastructure before any ground disturbance.

(c) **Traffic Control and Signage:** The Contractor must design, install, and maintain all temporary signage for vehicles and pedestrians.

(d) **Traffic Protection Plan:** The Contractor shall identify traffic-related hazards and specify the methods that will be used to protect workers and the public throughout all project stages (setup, operation, and removal).

3.11 – Costs Incurred by Contractor

Except as expressly permitted in this RFP, no Bidder shall be entitled to any compensation, reimbursement, or claim of any kind arising from participation in this RFP. All costs and expenses incurred by a Bidder in preparing, submitting, or revising a RFP, or in performing any work in connection with this RFP, shall be the sole responsibility of the Bidder. By submitting a RFP, the Bidder acknowledges and agrees to bear all such costs.

3.12 – Weather Delay

Delays caused by adverse weather or unsuitable road conditions may justify schedule extensions and will be at the Township's sole discretion.

3.13 – Dust Control

The Contractor and/or subcontractor shall control dust arising from hauling and placement operations at its own cost.

3.14 – Indemnity

The Contractor shall indemnify and save harmless the Township of Killaloe, Hagarty and Richards from all losses, damages, expenses, actions, causes of action, suits, claims, demands, and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect, or refusal by the Contractor to comply with these specifications, or arising out of the performance or non-performance of the terms of the contract by the Contractor and its employees or agents, except to the extent that such liability was caused by any failure, neglect, or refusal by the Township to comply with the Contract, or arising out of the performance or non-performance of the terms of the Contract by the Township and its employees, agents, or contractors.

Without restricting the generality of the foregoing, it is understood and agreed that the Township shall not be liable for damages to any third party for bodily injury or property damage caused by accident by the Contractor or otherwise while engaged in work for or on behalf of the Township, causing either damage or injury through the negligence of the employees of the Contractor and whether or not the same shall be by reason of an accident

by or with any truck, trailer, motor vehicle, or any other vehicle or equipment whatsoever. The Contractor hereby covenants and agrees with the Township to indemnify and save harmless the Township of Killaloe, Hagarty and Richards of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the Contractor referred to in this paragraph, except to the extent that such liability was caused by the negligent act or omission of the Township and its employees, agents, or contractors.

3.15 – Protection of Environment and Property

(a) The Contractor shall be solely responsible for spills, dust control, debris, sediment runoff, contaminated material reporting, and any and all damage arising from the performance of the work caused by the Contractor, its employees, agents, or subcontractors. This includes, but is not limited to, damage to surface or subsurface utilities, roadways, sidewalks, curbs, buildings, structures, or other property located within or adjacent to the work area. All spills shall be immediately reported to the Township and all applicable regulatory authorities.

(b) The Contractor shall promptly repair or make good, at its own expense, any such damage to the satisfaction of the Township and the property owner, where applicable.

(c) The Contractor shall carry out the work in a manner that ensures the safety of its workers and the general public at all times. All work shall be performed in accordance with recognized safe work practices and in full compliance with all applicable federal and provincial legislation, regulations, and standards.

3.16 – Contract Performance

(a) No services within the service agreement will be sub-contracted without the Township's prior consent; the Township reserves the right to reject the use of any subcontractor.

(b) Regular communication shall occur between Township representatives and a representative of the Contractor. Meetings may be called from time to time to review issues or concerns related to service levels or for clarification of contractual requirements.

3.17 – Insurance, WSIB, and Bonding

The successful Contractor shall deliver a certified copy of the Firm’s Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the acceptance notice. Coverage shall be at least **\$5,000,000** per accident and name the Township of Killaloe, Hagarty and Richards as a third-party insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.

Requirement	Details
Commercial General Liability (CGL) Insurance	\$5,000,000 minimum
Automobile Liability Insurance	\$2,000,000 minimum
Additional Insured	Township to be named as additional insured
WSIB Clearance Certificate	Current certificate – mandatory
Performance Bond	May be required up to 100% of the contract value

3.18 – Pricing

(a) Bidders shall provide a price for this project (refer to Appendix “G”), as stated in the Scope of Work and all other requirements of this RFP.

(b) RFP prices shall remain firm for the duration of the Contract. No fuel surcharge or escalation shall be paid.

(c) Submitted price shall include all associated costs incidental and necessary to complete this work including, but not limited to, labour, material, equipment, fuel, hauling, and placement.

3.19 – Failure to Perform

The Township may, without prior notice, take remedial action if the Contractor fails to properly carry out its responsibilities to the full satisfaction of the Township. The Township may, after notifying the Contractor, undertake alternative means to perform the work during the time the Contractor is unable to perform.

3.20 – Litigation with the Township

The Township reserves the right to consider ongoing litigation or prior disputes when assessing bidder responsibility, legal risk, and capacity to perform.

3.21 – Omissions and Discrepancies

All Bidders should carefully review this Request for RFP for errors or questionable matters. Should a Bidder find discrepancies in or omissions from the RFP documents, including any schedules, drawings, or appendices, or should the Bidder be in doubt as to the meaning, require any further clarification, or have any questions pertaining to the RFP documents, the Bidder must address their concerns in writing to the Municipal Contact. No oral interpretation shall be made by a Bidder as to the meaning of any of the RFP request documents or be effective to modify any of the provisions of the request documents. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Township as per the terms set out herein.

3.22 – Harmonized Sales Tax (HST)

Bidders shall comply with all applicable tax legislation, including the Harmonized Sales Tax (HST). All invoices submitted shall clearly identify applicable taxes and include sufficient detail to meet all legislative requirements.

3.23 – Governing Procurement By-Law

RFPs will be received, evaluated, accepted, and processed in accordance with the Township's Governing Procurement Policies and Procedures By-Law No. 21-2015 respecting purchasing (copy available upon request). By submitting an RFP for this project, the Bidder agrees to be bound by the terms and conditions of such By-Law and any amendments thereto. Any Contract resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

3.24 – Reservation of Rights

Once the closing date and time has passed, Bidders will not have the right to change conditions, terms, or prices once an RFP has been submitted in writing to the Township, nor shall Bidders have the right to withdraw an RFP.

PART 4 – EVALUATION, AWARD, AND COMPLAINT PROCESS

4.1 – Opening of Request for Proposals

All submitted RFPs will be opened in the Council Chambers of the Municipal Administrative Building located at 1 John Street, Killaloe, Ontario on **July 31st at 9:00 AM local time**. The opening of the RFPs shall be conducted by the Asset Manager, or designate, and other Municipal Officials as required. The opening of the RFPs is open to the public.

4.2 – Evaluation of Proposals

The Township intends to evaluate and award the Contract to the highest-ranked compliant proponent based on the evaluation criteria outlined below.

The Township is not obligated to accept the lowest-priced proposal.

Evaluation Criteria:

Criteria	Weight
a. Design Concept, innovation, aesthetics, constructability	/35 points
b. Experience & References	/20 points
c. Methodology & Schedule	/10 points
d. Warranty & Service Life	/10 points
e. Price	/25 points
f. Total	/100 points
Domestic Supply Chain Compliance (51%)	Yes/No

4.2.1. – Domestic Supply Chain Plan Evaluation

As part of their submission, proponents shall complete and submit Appendix "I" – Domestic Supply Chain Plan.

The Domestic Supply Chain Plan shall identify the major goods and services proposed for the project and demonstrate that a minimum of fifty-one percent (51%) of the total value of the project will consist of Ontario-Made and/or Canadian-Made goods and services.

The Domestic Supply Chain Plan will be evaluated on a 'Pass/Fail' basis. Those proposals not meeting the 51% will be deemed non-compliant and shall receive no further consideration, even if they are to score higher on all other aspects of the proposal.

The Township reserves the right to seek clarification or supporting documentation respecting any information contained within the Domestic Supply Chain Plan.

For the purposes of this proposal, the following terms shall have the meanings assigned to them in the *Municipal Buy Ontario Procurement Directive* dated April 13, 2026, as amended from time to time: "Canadian-Made Good", "Canadian Service", "Construction", "Made-In Ontario Vehicle", "Major Goods", "New Procurement", "Ontario Service", "Ontario Vehicle Producer", "Ontario-Made Good".

Source: <https://www.ontario.ca/files/2026-04/mpbsd-p-buy-ontario-procurement-directive-en-2026-04-13.pdf>

4.3 – Negotiations

Following completion of the evaluation process, the Township reserves the right to enter into negotiations with the highest ranked proponent regarding scope, pricing, design refinements, scheduling, risk allocation and contract terms.

If negotiations are unsuccessful, the Township reserves the right to terminate negotiations and enter negotiations with the next highest ranked proponent.

4.4 – Acceptance of Request for Proposals

The Contract may be awarded to the lowest compliant and responsible Bidder, or to the Bidder offering the best overall value to the Township, considering price, experience, references, equipment availability, past performance, schedule, and ability to perform the work.

4.5 – Bid Irregularities, Clarifications, and Rectification

- (a) The Township may determine whether an irregularity is material or non-material.
- (b) The Township may request clarification of ambiguous information. Clarifications cannot be used to change price, substance, or technical offering.
- (c) Contractors may not add missing material content after closing unless expressly permitted for non-material irregularities.
- (d) The Township may waive, permit rectification of, or seek clarification regarding minor irregularities that do not materially prejudice other Bidders.
- (e) Material non-compliance will result in disqualification.
- (f) No rectification will be permitted where it would amount to submitting a new bid, improving a bid after closing, or unfairly affecting ranking.
- (g) The Township's determination is final, subject to any complaint process required by policy or regulation.

4.6 – Procurement Complaint Process

- (a) Within five (5) business days from the date upon which a Bidder is informed that they have not been selected as the winning Bidder, an unsuccessful Bidder has the right to submit a written request for a formal debriefing from the contract authority responsible for the procurement.
- (b) The Township will provide the debriefing within ten (10) business days of having received such a request, with a view to providing the unsuccessful Bidder with an opportunity to learn why their bid was not selected.

(c) If the Bidder remains dissatisfied after the debriefing, the Bidder has an additional ten (10) business days to prepare and file a formal complaint.

(d) Complaints will be reviewed by a designated municipal official who is not directly involved, where possible.

(e) A formal complaint must be made in writing and addressed to the CAO/Clerk. The complaint should contain the identity of the complainant and the procurement process at issue, as well as a clear and detailed statement of the legal and/or factual grounds upon which the complaint is based. The complaint should also include, as attachments, any information or documents relevant to the complaint that are in the Bidder's possession.

(f) The Township's written decision is final, subject to applicable law.

4.7 – Final Awarding Information

(a) By submitting an RFP, the Contractor acknowledges that the Township is under no obligation to disclose information regarding any RFP submitted, the results of the RFP process, or the reasons for selecting any Contractor.

(b) All RFPs are received in confidence, subject to the disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. The Township will maintain the confidentiality of all RFP information except as required by law or court order.

APPENDIX “A” – CONTRACTOR IDENTIFICATION SHEET

(Must be returned with RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

Contractor Information

Company Name:

Contact Person:

Mailing Address:

City and Province:

Postal Code:

Telephone Number:

Facsimile Number:

Cell Phone Number:

Email Address:

Signing Authority Name:

Contractor or Signing Official Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “B” – RFP ACKNOWLEDGEMENT AND ADDENDA DOCUMENTS RECEIVED

(Must be returned with RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

By signing below, the Contractor or authorized agent acknowledges and confirms:

(a) I/We have received all documents noted in the Table of Contents and all details necessary to submit an RFP.

(b) This RFP is submitted independently, without connection, knowledge, comparison of figures, or arrangement with any other party submitting an RFP for the same goods or services.

(c) I/We have carefully reviewed the RFP and hereby submit our RFP to the Township of Killaloe, Hagarty and Richards.

(d) I/We acknowledge receipt of all addenda issued to this RFP up to and including the following:

Number of last addendum:

Description of last addendum:

Signing Authority Name (if applicable):

Date of Signature:

Contractor or Signing Official Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “C” – CONTRACTOR EXPERIENCE AND REFERENCES

(Must be returned with RFP)

Request for Proposals: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

The Contractor shall list below the last three (3) locations where similar goods and services have been performed by this company within the last five (5) years.

Reference 1

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

Reference 2

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

Reference 3

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

APPENDIX “D” – RFP DELIVERY LABEL

(Must be completed and affixed to the outside of the submission envelope)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

RFP DOCUMENTS ENCLOSED

FROM (Contractor Information):

Company Name:

Address:

City/Town:

Province/Postal Code :

Contact Person :

Telephone Number:

DELIVER TO:

**CAO/Clerk
Township of Killaloe, Hagarty and Richards
1 John Street, P.O. Box 39
Killaloe, ON K0J 2A0**

APPENDIX “E” – GENERAL CONTRACTOR ACCESSIBILITY AGREEMENT

(Must be returned with RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

I/We hereby certify the accuracy of the following statement:

I/We confirm that all employees, agents, and subcontractors who will be providing goods or services on behalf of the Township of Killaloe, Hagarty and Richards have received Accessible Customer Service Training in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, and Ontario Regulation 191/11 – Integrated Accessibility Standards, as amended.

Date of Signature:

General Contractor Name:

Signing Authority Name (if applicable):

Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “F” – OCCUPATIONAL HEALTH AND SAFETY DECLARATION

(Must be returned with RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

In submitting this RFP, I/we, on behalf of:

Certify the following:

(a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25 of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended (the “OHSA”).

(b) For this Contract, as Contractor, I/we will fulfil the specific requirements of O. Reg. 213/91, Construction Projects, as amended.

(c) With respect to the services being offered in this RFP, I/we and our proposed subcontractors acknowledge responsibility to, and shall:

1. fulfil all the “employer” obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
2. ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers;
3. provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness; and
4. ensure all work is carried out in accordance with the Occupational Health and Safety legislation.

(d) As employer and Contractor for this project, I/we agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

WSIB Firm Number:

DATED on this _____ day of, _____ 2026.

Authorized Signing Officer:

Title:

Signature

(Must be returned with RFP)

Appendix "G" – RFP Form

(Must be returned with RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

Name of Company:

Address:

Phone/Fax Number:

Email:

Proposed Schedule of Completion:

Phase of Project	Proposed Date
Engineered Design Submitted to Township for review	
Demolition/Removal of Existing Wall	
Construction of new retaining wall system	
Installation of Guard/Handrail System	
Final/Project Completion	

RFP Offer

I/We, the undersigned, having carefully examined the specifications and made all necessary inquiries, hereby offer to supply the materials and services described in this RFP to the Township of Killaloe, Hagarty and Richards in accordance with the said documents.

All Pricing shall be in Canadian Funds and include all applicable costs.

RFP Price: \$ _____

HST: \$ _____

Total: \$ _____

Authorized Signature: _____ **Date:** _____

(I have the authority to bind the Corporation)

Corporate Seal (if applicable):

Seal Here Affix Corporate

Note: This RFP is not transferable. Any alteration of the Company name entered heron may result in the RFP being considered irregular and rejected.

APPENDIX “H” – DECLARATION OF NON-COLLUSION

(Must be returned with the RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

This Declaration of Non-Collusion is required to ensure that the Township of Killaloe, Hagarty and Richards receives bona fide competitive RFPs through a free and fair competitive proposal process. Any effort by a Bidder to influence the Township or its representatives in the process of examination, evaluation, and comparison of RFPs, or in decisions regarding the award of a Contract, shall result in the rejection of the Bidder's offer.

WE CERTIFY THAT:

- The RFP submitted herewith is a bona fide RFP intended to be competitive.
- We have not fixed or adjusted the amount of the RFP under or in accordance with any agreement or arrangement with any other person.

We have not done, and we undertake that we will not do, at any time, any of the following acts:

- Communicated to a person other than the person calling for this RFP the amount or approximate amount of the proposed RFP (except where the disclosure, in confidence, of the approximate amount of the RFP was essential to obtain insurance premium quotations required for the preparation of the RFP).
- Entered into any agreement with any other person that he/she shall refrain from bidding or as to the amount of any RFP to be submitted; or
- Offered or paid or given or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other RFP or proposed RFP any act or thing of the sort described above.

In this Declaration:

- **“Company”** means the Client and/or Owner of the project that is being procured.
- **“Tenderer”** has the same meaning as the Bidder.
- **“Person”** shall include any individual or any company or association, corporate or incorporate.
- **“Any agreement or arrangement”** shall include any transaction of the sort described above, formal or informal and whether legally binding or not.

Signed on behalf of:

Authorized Signature:

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “I” – ONTARIO CONTENT DECLARATION

(Must be returned with the RFP)

Request for Proposal: RFP-02-2026

Project: STATION PARK RETAINING WALL REPLACEMENT

The proponent shall identify the origin of major materials, components, labour and services proposed for this project and indicate the estimated domestic content associated with each component. For the purposes of this Appendix, ‘Domestic Content’ means goods or services originating in Ontario or elsewhere in Canada.

	Major Good or Service	Supplier/ Manufacturer/ Contractor	Origin (Ontario /Canada/Other)	Estimated Value (\$)	Domestic Content (%)
1	Demolition and Disposal Services				
2	Engineering and Design Services				
3	Retaining Wall System				
4	Guard and Railing System				
5	Drainage, aggregate, backfill				
6	Parking curbs				
7	Construction Labor				
8	Equipment & Construction Services				
9	Site Restoration Materials & Services				
10	Other Major Components				
11	Total Project Value:	-	-		

DOMESTIC CONTENT COMMITMENT

The Proponent hereby commits that a minimum of fifty-one percent (51%) of the total value of goods and services supplied under this Contract shall originate from Ontario and/or Canadian sources.

The Proponent acknowledges that this commitment forms part of its proposal and may be verified by the Township during performance of this Contract.

Signed on behalf of:

Authorized Signature:

Corporate Seal (if applicable):

— End of Document —