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City of Temiskaming Shores  
Request for Tender  
RS-RFT-001-2025  
Haileybury Court Resurfacing

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
POJ 1K0

## 1. Objective

This Request for Tender describes the requirements of The Corporation of the City of Temiskaming Shores to receive submissions from qualified firms for the repair, resurfacing and line painting of the Haileybury Tennis Courts located at 400 Morrissette St. in the community of Haileybury Ontario. The facility includes two regulation sized tennis courts surrounded by 10-foot high fencing. It is recommended that proponents visit the facility to familiarize themselves with the conditions. The repaired facility will include one (1) dedicated tennis court of ITF regulation sizing and four (4) dedicated pickleball courts of IPF regulation sizing.

## 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

## 3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Tender;** means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

## 4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: RS-RFT-001-2025 "Haileybury Court Resurfacing"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at [clerk@temiskamingshores.ca](mailto:clerk@temiskamingshores.ca), should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Tenders will be **2:00 p.m. local time on Monday January 13, 2025.**

- Late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- Tenders emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Tenders;
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Tenders that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Tenders or not), confirmation of any information provided by the Proponent in their Proposal.
- The Tender shall be valid for 45 days from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

### 5. Questions

Any questions with respect to the specifications are to be directed to:

**Mathew Bahm**  
Director of Recreation  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4106  
Email: [mbahm@temiskamingshores.ca](mailto:mbahm@temiskamingshores.ca)

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission. Questions relating to this Tender must be received by **Sunday January 5, 2025, 5:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFT document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

### 6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	December 5, 2024
Deadline for Submitting Questions:	January 5, 2025
Deadline for Responding to Questions:	January 6, 2025
RFP Proposal Submission deadline:	January 13, 2025
Final Selection and Notification:	January 22, 2025 (Estimated)
Last day for completion of work:	June 27, 2025

## 7. Scope of Work

### General Scope of Work:

1. Clean and repair court as required, the process may include but is not limited to, crack sealing, surface grinding, power washing, air drying or sweeping. Clean out any small cracks and fill with elastomeric crack fill and repair any large cracks with laying Armour, RiteWay, Laykold or City approved equal crack filling compound.
2. Level any existing low spots (bird baths) with Plexipave Acrylic Resurfacer or City Approved Equal. Fill in surface voids, even out minor surface irregularities, install as per manufactures specifications or approved equal.
3. Supply and install a full surface Acrylic Surface Coating System. Fiberglass membrane overlay in order to prevent old crack expansion and new cracks from forming. Asphalt coated fabric is not acceptable.
4. Supply and install line painting and court colouring. Colour surfacing to be Plexipave colour base and Plexichrome or City approved equivalent. Colour to be determined in consultation with winning bidder.
5. Line Painting to be Plexipave-Plexicolor Line Paint or approved equal, Flat, high-hide, 100% Acrylic non marking paint, 100% compatible with the finished colour coat.
6. Supply and install silica sand texture to the surface to meet performance criteria for slow / medium play speed. The amount of sand to be added and the particle size shall be in accordance with manufactures recommendations.
7. Proposed layout of courts including sizing is included as Appendix 01

### Approved Equivalent Products

8. Laykold branded products shall be considered equivalent for the purposes of crack repairs, acrylic surface installation, court colouring and line painting as outlined in Section 7.1 to Section 7.5

### Post Sleeve Installation Details:

9. Supply and install eight (8), 2-7/8" aluminium ground sleeves for pickleball net posts as detailed on Appendix 01 and set to finished court elevation prior to finished coatings or final surfacing.
10. Existing tennis net posts and sleeves to remain.

### Surface Application Details:

11. Two (2) coats of filler shall be applied over the entire court surface, and only when all areas of the underlying surface are thoroughly cured as per the Manufacturer's specifications. Dilution shall be in strict accordance with the Manufacturer's

directions. No successive coat shall be applied until the preceding coat is thoroughly cured.

12. The Contractor shall notify the City of Temiskaming Shores when the installation of the filler coat is completed prior to the colour coat application. Work shall not proceed until the prepared surface has been accepted by the City of Temiskaming Shores.
13. Application of colour coat shall be in accordance with the recommendations of the Manufacturer.
14. The colour coat system shall consist of minimum of two (2) applications of the appropriate material specified, diluted as per Manufacturer's specification. The second application shall be at right angles to the previous to achieve a total coverage of surface.
15. Care shall be taken not to leave any ridges in the material when spreading. If any ridges are left or found, the material will be allowed to thoroughly dry and ridges will be scraped off with the edge of steel trowel. All scrape marks must then be hidden/covered by a subsequent application.
16. Any damages or defects occurring as a result of failure to properly apply the colour coating shall be repaired by the Contractor at no extra cost to the Owner.
17. Playing lines shall be painted on the courts only after the colour has thoroughly dried. All lines shall be uniformly 50 mm wide, accurately located ( $\pm 3$  mm) marked, and painted with white line paint. The edges of the lines shall be well defined and sharp.

**Limitations:**

18. Suspend all surfacing operations or resurfacing operations if the following conditions are present:
  - i. Rainfall occurring or is predicted to occur within 24 hours.
  - ii. The air temperature is  $\leq 10$  C (50 F).
  - iii. The court surface temperature  $\geq 60$  C (140 F).
19. Supply and installation of 2-7/8" pickleball posts and pickleball nets to be the responsibility of the City of Temiskaming Shores.
20. Existing tennis court posts and nets to remain.

**Clean up:**

21. Promptly as the work proceeds and upon completion, clean up and remove from the site rubbish and surplus material resulting from the work in this section. Contractor shall ensure that they dispose of all rubbish and debris in following with all applicable codes and laws.

**The Contractor will provide:**

22. Product Data: Provide complete product and installation documentation as provided by the manufacturer. This includes the resurface material, crack, and fill material information and paint colour material information.
23. Contract Closeout: Provide Manufacturer's Warranty documentation and Owner's Manual including maintenance. This includes the best practices or maintenance manual for upkeep of the courts.

**8. Project Schedule**

The project work is to commence upon award of contract, subject to submission of a proposed work schedule. The Contractor agrees to provide the Director of Recreation a proposed project schedule within seven (7) days from receipt of award. The schedule shall be sufficiently detailed to clearly describe the sequence of the work and proposed timing of all activities.

The Contractor shall complete the work as required by June 27, 2025.

**9. Regular Hours of Work**

For safety reasons, regular hours of work shall be considered as daylight hours. No work shall continue after dark nor shall commence prior to sunrise.

**10. Project Authority**

The Project Authority for issuance of the RFT is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

**11. Tender Evaluation**

Tenders that comply with the terms, conditions and specifications as outlined in the Tender will be evaluated on the basis of:

1. Price (within allocated budget)
2. Availability to perform the work and/or supply goods
3. Previous performance evaluations

**12. Any or all Tenders Exceed Approved Budget**

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

1. Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
2. Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
3. Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

### **13. Goods, Materials and Equipment Suitable for Use**

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

### **14. Amendments**

The City at its discretion reserves the right to revise this RFT up to the final date for the deadline for receipt of Tenders. The City will issue changes to the RFT Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFT Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFT Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Tender. Failure to complete the acknowledgement may result in rejection of the Tender.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Tender submission in response to this RFT, the Proponent acknowledges and agrees that the addenda shall be posted on [www.temiskamingshores.ca](http://www.temiskamingshores.ca) and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Tender without notice.



## **15. Tender Withdrawal or Amendment**

Proponents may amend or withdraw their Tender, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time; the last Tender received shall supersede and invalidate all Tenders previously submitted by the Bidder for this RFT. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

## **16. Right to Accept or Reject Submissions**

The City does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders. The City reserves the right to accept any Tender in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFT or in such respondent's Tender.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFT;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

## **17. Solicitation**

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFT, whether before or after submission of the Tender, the City shall be entitled to reject or not accept the RFT submission.

## **18. Subcontracting**

The Successful Bidder hereby understands and agrees that any or all Subcontractors/ Carriers hired to perform within the scope of this Tender are subject to all terms and conditions stated within, including and not limited to insurance requirements, and the Successful Bidder shall be held accountable.

The Successful Bidder shall ensure that all Subcontractors/ Carriers selected have experience in the Subcontract work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

The City reserves the right to reject a proposed Subcontractor/ Carrier for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor/ Carrier and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid and may result in a different Bid becoming low.

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal shall be included in the documents submitted. The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

## **19. Independent Contractor Status of Proponent; Declaration of Conflicts**

The Proponent fully acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Tender of each proponent (Conflict of Interest Declaration).

## **20. Insurance (from the Successful Proponent only)**

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

### Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

### Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

## **21. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)**

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

## **22. AODA Compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **23. Freedom of Information**

Upon submission, all Tenders become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Tenders will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Tender should be clearly identified.

## **24. Nature of Request for Tender**

This RFT does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

## **25. Preparation of Tenders**

All costs and expenses incurred by the Proponent relating to its Tender will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Tenders or the cancellation of this RFT.

## **26. Finalizing Terms**

This RFT will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's Tender is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Tender, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Tender without offering the other proponents, the right to amend their Tenders.

## **27. Commitment to Negotiate**

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Tender and any subsequent negotiations, within seven (7) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to forty-five (45) days following the date of submission of their Tenders.

## **28. Agreement**

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## 29. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

## 30. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

## 31. Failure to Complete the Work

Should the Successful Bidder be unable to carry out the terms and requirements of the Agreement due to manufacturer's shortage, time delay or discrepancy of any kind, the Successful Bidder shall notify the City immediately at time of order or as it becomes known and the City retains the right to accept or not accept any back order, time delay, product change or discrepancy. The City retains the right to cancel the order in whole or in part and procure the requirements with any other Bidder without any liability to the City.

In the event that the Successful Bidder fails to carry out the terms and requirements of the Agreement in a manner satisfactory to the City, in its sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written notice to the Successful Bidder. The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for goods and/or services which shall have been satisfactorily completed at the time of termination.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Successful Bidder as a result of changes in the City's requirements or changes in the availability of funds.

### **32. Indemnification**

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

### **33. Unenforceable Provisions**

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

### **34. Force Majeure**

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

**35. Errors & Omissions**

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender and/or Agreement.

**City of Temiskaming Shores  
RS-RFT-001-2025  
Haileybury Court Resurfacing**

**Form of Tender**

Each Tender should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Tender. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Tender (all prices must be CDN funds and without HST):

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Lump Sum Price (exclusive of HST):	<b>\$ .00</b>
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Estimated Mobilization Date:	
Estimated Completion Date (Must be completed by 2025-06-27):	

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our Quotation.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



Bidder's Authorized Official:

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Title:

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Authorizing Signature:

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Date:

---

Contact name (if different  
from authorizing official):

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Contact's email:

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**Form 1 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-001-2025  
Haileybury Court Resurfacing**

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such a bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation, or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension.

Date: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

**Form 2 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-001-2025  
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Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:


In making this Tender submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Date: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

**Form 3 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-001-2025  
Haileybury Court Resurfacing**

**List of Proposed Sub-Contractors**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	Component

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Date: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

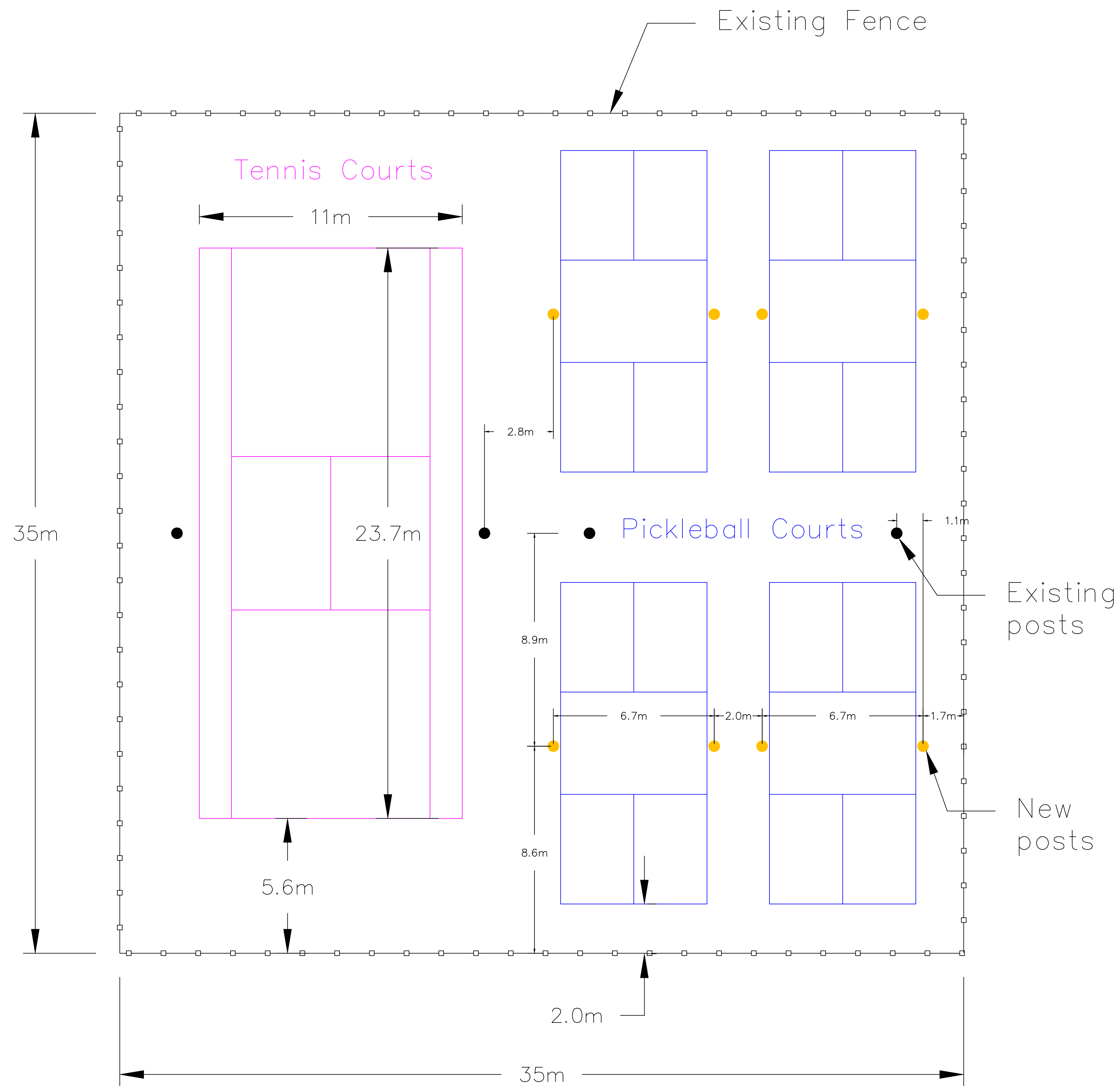
**Form 4 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-001-2025  
Haileybury Court Resurfacing**

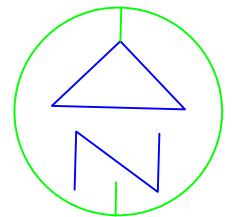
**Appendix 01:**

**Haileybury Tennis Court Resurfacing Project  
Layout and Dimensions**

**(1 Page)**



ORIENTATION



PLAN ONLY (APPROXIMATE)

DIMENSION NOTES:  
1. ALL DIMENSIONS ARE IN METERS(m), UNLESS NOTED OTHERWISE

NOTES:

KEY MAP:

№.	DATE	REVISION	BY
1	11/13/24	ISSUED FOR REVIEW	JL

PROJECT TITLE

HAILEYBURY NEW  
TENNIS COURT LAYOUT

DRAWING TITLE

GENERAL LAYOUT  
RESURFACING AND  
LINE PAINTING

DRAWN	SCALE
JL	HORIZ: 1:100
DATE	VERT:
NOV, 2024	DRAWING No.
	G1



**City of Temiskaming Shores  
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Haileybury Court Resurfacing**

**Appendix 02:**

**Haileybury Tennis Court Resurfacing Project  
Photos of Existing Conditions**

**(7 Pages)**



























