THE MUNICIPALITY OF
LAMBTON SHORES

2026 Capital Program

2026-27 – Request for Tender

Forest Fire Hall and 6276 Townsend Line Parking Lots Resurfacing Tender

Closing date: July 30, 2026 at 11:00am

INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders downloading this document from the Municipality of Lambton Shores website must register with the Public Works Department to be added to the Bidders list. Interested Bidders are required to complete the information below and return this form via email to: **rmoser@lambtonshores.ca**

Bidders who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: ____

Address: ____

City: ____

Contact Name: ____

Phone Number: ________________________ Fax Number: __________________

Email Address: ____

Project Name: 2026-27 Forest Fire Hall & 6276 Townsend Line Parking Lots Resurfacing Tender

Return by email to: rmoser@lambtonshores.ca

CONTRACT DOCUMENTS: INDEX

SECTION 1: INFORMATION TO BIDDERS
INDEX

MUNICIPALITY OF LAMBTON SHORES

**2026 CAPITAL PROGRAM –
FOREST FIRE HALL AND 6276 TOWNSEND LINE
PARKING LOTS RESURFACING**

SECTION 1

INFORMATION TO BIDDERS

1.1 LOCATION AND SCOPE OF WORK

The work is located in within the Municipality Lambton Shores in the Forest area. Specific instructions and a list of locations are included in Section 5 "Special Provisions – Specifications".

It is the responsibility of the contractor to review all areas listed and satisfy themselves with existing conditions prior to submission of tender documents.

1.2 SUBMISSION OF TENDER

Sealed Tenders plainly marked "2026-27 – FOREST FIRE HALL & 6276 TOWNSEND LINE PARKING LOTS RESURFACING" that include the submission cover page found in Appendix A will be received at the Lambton Shores Administration Office, 9577 Port Franks Road, Thedford ON, N0M 2N0 until **11:00 am** local time.

July 30, 2026

1.3 TENDERS

Submitted Tenders shall include the following:

1) completed Form of Tender
2) completed Schedule of Sub-Contractors
3) Tender Deposit

1.4 LIST OF SUB-CONTRACTORS

A list of all Sub-Contractors proposed to be used by the Bidder to complete the work shall be included with the Tender. See Section GC3.10 of the **General Conditions (OPS).**

1.5 TENDER DEPOSIT

Each Tender shall be accompanied by a certified cheque or bid bond in the amount of **$20,000** made payable to the Municipality of Lambton Shores.

Failure of the accepted bidder to execute the contract within the required time shall result in the forfeit of the deposit. The Tender deposit of the lowest and second lowest accepted bidders shall be returned upon the execution of the Form of Agreement and deposit of the necessary security and documents by the accepted low bidder.

The deposit of the other bidders shall be returned after the Tenders have been checked to determine the lowest and second lowest accepted bidders.

1.6 ACCEPTANCE OR REJECTION OF TENDERS AND APPROVALS

The Tender must be legible and all items must be bid. Tenders which are incomplete, unbalanced, conditional, obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.

Quotations may be rejected for one or more of the following reasons:

a) Bids arriving after the closing time and date as specified in this document
b) Bids received in a form other than the quotation form supplied
c) Bids not completed in ink or by type
d) Bids containing any other form of alteration, including but not limited to include; strike-out, white-out, etc.
e) Bids not properly signed, witnessed, and/or sealed
f) Bidders not having acknowledged all issued addenda

Tenders shall remain open for acceptance by the Municipality for a period of ninety (90) calendar days after the closing date.

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the right to delete Areas of work during its consideration of the bid submissions, prior to the award of the contract. Contractor's submitting for consideration of this contract are doing so with the explicit understanding that the municipality has the right to delete areas of work.

1.7 EXECUTION OF CONTRACT

The successful Bidder shall be required to execute the Form of Agreement and submit the required bonding, a WSIB Certificate and Certificate of Insurance within seven (7) days of the date of notification of the acceptance of the Tender by the Municipality.

The successful Bidder shall provide a Certificate of Coverage from the WSIB at the time of execution of the Contract and upon completion of the work before final payment is made.

1.8 WORKPLACE SAFETY AND INSURANCE CERTIFICATE (WSIB)

The successful Bidder shall provide a Certificate of Coverage from the Workplace Safety and Insurance Board at the time of execution of the Contract and upon completion of the work before final payment is made.

1.9 CERTIFICATE OF INSURANCE

At the time of execution of the Contract the successful Bidder shall submit a certified copy of a comprehensive policy of public liability and property damage insurance in the minimum amount of $5,000,000.00 naming the Municipality as an additional insured.

Specific details of the insurance requirements are given in Section GC6 of the General Conditions (OPS).

1.10 BIDDER'S INVESTIGATIONS

The Bidder is referred to Section GC7.01 of the General Conditions (OPS) concerning required investigations prior to submitting a Tender.

1.11 QUANTITIES

Quantities provided are estimates only. Reference should be made to Section GC8.01 of the General Conditions (OPS) for information concerning variations in actual quantities.

1.12 SALES TAXES

Tender prices shall include all applicable taxes.

1.13 MAINTENANCE PERIOD

Upon written Notice of Acceptance of the work, the 12 month maintenance period will begin. A 5% maintenance holdback will be applied to this project, and held until successful completion of the maintenance period.

1.14 LIQUIDATED DAMAGES

The Bidder is referred to Section 4.6 "GC8.02.09 Liquidated Damages" where the damages are set at $200.00 per day.

1.15 SCHEDULING OF WORK

The Municipality reserves the right to stage the work. The Contractor shall submit a schedule after the Contract has been awarded showing all aspects of the work from mobilization to final restoration. **The project shall be completed no later than <u>October 9, 2026.</u> No work shall occur at 6276 Townsend Line between <u>September 18, 2026</u> to <u>September 28, 2026</u>.** Once work has began the contractor is required to work continuously until complete. The Municipality requires that the parking lots will be asphalted within two weeks of materials removals.

1.16 ACCESSIBILITY

AODA Requirements

The Vendor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to the Contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc.

In accordance with Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation), the vendor is responsible to ensure that all of its employees and volunteers are adequately trained. The Municipality may request training logs from the vendor.

All finished construction must be AODA compliant.

1.17 SAFETY PLAN TRAINING REQUIREMENTS

- **Mandatory Safety Plan:** The Contractor shall develop, implement, and maintain a comprehensive Health and Safety Plan (H&SP) specific to the scope of work outlined in the tender documents. This plan must meet or exceed all relevant regulatory requirements (e.g., OSHA, provincial regulations).
- **Training and Competency:** The Contractor must ensure that all employees are aware of and dedicated to following all transportation safety laws and the company's H&SP.
- **Proof of Training:** The Bidder shall provide documentation detailing their proposed safety training program and how all personnel involved in the project will receive the necessary training to fulfill their roles safely and competently.
- **Documentation:** The H&SP should outline the process for training new workers, conducting inspections and investigations, correcting unsafe acts, and reporting incidents and near misses.

1.18 DRIVER'S LICENSE REQUIREMENTS

- **Licensing and Certification:** All drivers engaged in performing work under this contract must possess and maintain a valid driver's license of the appropriate class for the vehicle(s) being operated.
- **Verification and Monitoring:** The Contractor is responsible for verifying the validity of all driver's licenses and ensuring that drivers are medically fit and legally permitted to operate commercial vehicles if required by law.

- **Submission of Credentials:** Bidders may be required to provide a record of licensed instructors and/or general policies regarding driver certification as part of their tender submission.
- **Compliance with Regulations:** The Contractor shall ensure all driving activities comply with the National Safety Code (NSC) or equivalent transportation safety legislation, including recordkeeping and compliance plans.

1.19 BUY ONTARIO PROCUREMENT DIRECTIVE

Based upon new Government Legislation, Municipalities are required to include "Buy Ontario Procurement Directives" within new tenders. As such, we refer you to Appendix B which includes the following documents:

- Buy Ontario Procurement Directive
- Municipal Buy Ontario Procurement Directive

Also included in Appendix B is a Domestic Supply Chain Plan which Contractors must complete and submit within the bid submissions for this project. Lambton Shores will evaluate all submissions with an evaluation bonus provided to the bidder with the highest proportion of Ontario and Canadian content. The evaluation bonus will be 10% of the tender value.

The Municipality will calculate the percentage of Ontario-made goods and Ontario services included in each compliant Tender using the following formula: Total Value of Ontario-Made Goods and Ontario Services ÷ Total Tendered Price, excluding HST × 100 = Percentage of Ontario-Made Goods and Ontario Services. The compliant Proponent with the highest percentage of Ontario-made goods and Ontario services will receive a 10% evaluation advantage. The evaluation advantage will be applied by reducing that Proponent's total tendered price by 10% for evaluation purposes only.

MUNICIPALITY OF LAMBTON SHORES

**2026 CAPITAL PROGRAM –
FOREST FIRE HALL AND 6276 TOWNSEND LINE
PARKING LOTS RESURFACING**

SECTION 2: FORM OF TENDER

To: The Mayor and Council, Municipality of Lambton Shores, hereinafter called "Municipality".

TENDER FOR: **2026 CAPITAL PROGRAM – FOREST FIRE HALL AND 6276 TOWNSEND LINE PARKING LOTS RESURFACING**

Name of Firm or Individual Submitting the Tender:

____

Address: ____

Name of Person Signing for Firm: ____

Position of Person Signing for Firm: ____

Telephone: _______________________

Facsimile: ________________________

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Provisions, Drawings, Specifications and Conditions listed herein, each and all of which form part of this Tender, hereby offer to furnish all machinery, tools, labor, apparatus, plant and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Provisions, Drawings, Specifications and Conditions listed herein for the price of (including HST):

$____ (words)

$____ (figures)

Total HST $_______________________

Total (must equal price bid): $____________

The estimated cost all areas: $________________________________

Should additions to or reductions from the dimensions or quantities shown on the Plans be made, additions to or deletions from the above price shall be as shown on the attached Schedule of Unit Prices, subject to the General Conditions related hereto.

Attached to this Tender is a certified cheque or bid bond in the amount of **$20,000.00** made payable to the **MUNICIPALITY OF LAMBTON SHORES**, the proceeds of which shall, upon acceptance by the Municipality of the Tender, constitute a deposit which shall be forfeited to the Municipality if I/we fail to file with the Municipality the Certificate of Insurance, Bonds, and an executed Form of Agreement for the performance of the work within seven (7) days from the date of notification of the acceptance of the Tender by the Municipality.

I/We hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

I/We hereby agree that the work specified in the Tender will be performed in strict accordance with the attached Schedule of Provisions, Drawings, Specifications, and Conditions. I/We hereby agree that the Sub-Contractors listed on the attached Schedule of Sub-Contractors are the only Sub-Contractors proposed to be used on this work and that changes will be made only with the approval of the Municipality in accordance with **Section GC3.1 of the OPSS General Conditions.**

I/We hereby agree that the project shall be complete no later than **October 9, 2026.** **No work shall occur at 6276 Townsend Line between September 18, 2026 to September 28, 2026.**

SCHEDULE OF ITEMS AND PRICES

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the right to delete Areas of work during its consideration of the bid submission, prior to the award of the contract. Contractor's submitting for consideration of this contract are doing so with the explicit understanding that the municipality has the right to delete areas of work, and by affixing his or her seal/signature to this bid document the Contractor is agreeing that the Municipality shall retain this right to delete work areas from the contract during its review of bid submissions, and prior to award of the contract.

Refer to **SECTION 4** and **SECTION 5** for detailed contract specifications.

Traffic Control to be completed per Book 7 of the OTM.

Item	Description	Qty.	Unit	Price	Amount
Area 1: Coultis Park – 6276 Townsend Line, Forest					
1.	Mobilize & demobilize	1	LS		$____________
2.	Remove Area 1 existing asphalt and material required for new asphalt.	4,700	m^2	$______/ m^2	$____________
3.	Fine grade prep, compact, and supply and install 40 mm of HL4 base lift for Area 1.	510	tonne	$______/ tonne	$____________
4.	Fine grade prep, compact, and supply and install 40 mm of HL4 surface lift. Include application of permanent pavement markings for Area 1.	510	tonne	$______/ tonne	$____________
5.	Adjust Catch Basins, Maintenance Holes and Valves as required for Area 1.	1	LS		$____________
6.	Remove Area 2 existing asphalt and concrete median and curb material for cenotaph yard restoration.	220	m^2	$______/ m^2	$____________
			SUB – TOTAL (Area 1)	$________________________	
Area 2: Forest Fire Hall – 65 Main Street South, Forest					
1.	Mobilize & demobilize	1	LS		$____________

Item	Description	Qty./Unit		Price	Amount
2.	Remove existing asphalt and material required for new asphalt.	650	m^2	$______ / m^2	$____________
3.	Mill Joints (50cm x 40mm depth) at all locations joining existing asphalt.	7	m	$______ / m	$____________
4.	Fine grade prep, compact, and supply and install 40 mm of HL4 base lift.	70	tonne	$______ / tonne	$____________
5.	Fine grade prep, compact, and supply and install 40 mm of HL4 surface lift. Include application of permanent pavement markings.	70	tonne	$______ / tonne	$____________
6.	Adjust Maintenance Holes and Valves as required.	1	LS		$____________

SUB – TOTAL (Area 2) $________________________

<u>Area 3: Restoration All Areas</u>

Item	Description	Qty./Unit		Price	Amount
1.	Restore disturbed grass areas with 100mm screened topsoil followed by seed mix and bonded fibre matrix	300	m^2	$______ / m^2	$____________
2.	Restore disturbed gravel areas with 150mm Granular 'A'	300	m^2	$______ / m^2	$____________
3.	Provisional: Excavate 150mm existing base and supply, place, and compact Granular 'A' as required	500	m^2	$______ / m^2	$____________
4.	Provisional: Supply, place, compact Granular 'A' as required to build up parking lot base	250	tonne	$______ / tonne	$____________

SUB – TOTAL (Area 3) $________________________

TALLY (Areas 1 – 3) $________________________

HST (13%) $________________________

TOTAL TENDER $________________________

SCHEDULE OF SUB-CONTRACTORS

COMPANY NAME	CONTACT
1.	
2.	
3.	
4.	
5.	

Signed at the ________________________of__________________________________

In the County of ___________________this_________________day of _________2026.

CONTRACTOR SIGNATURE

Name

Position Held

I/WE have authority to bind the corporation:

Signature

Date

WITNESS SIGNATURE

Name

Signature

Date

BIDS NOT SIGNED OR WITNESSED CORRECTLY WILL BE REJECTED

MUNICIPALITY OF LAMBTON SHORES

**2026 CAPITAL PROGRAM –
FOREST FIRE HALL AND 6276 TOWNSEND LINE
PARKING LOTS RESURFACING**

SECTION 3: FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this______________ day of _______________

BETWEEN: ____ of

____ in the

County of ___________________ and Province of Ontario

(hereinafter called "The Contractor")

THE PARTY OF THE FIRST PARTY

and THE MUNICIPALITY OF LAMBTON SHORES

hereinafter called the "Municipality"

THE PARTY OF THE SECOND PART

WITNESSETH, that the Contractor, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour, and other means of construction; and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such work in strict accordance with the Plans, Specifications, and Tender therefore, which are identified and acknowledged in the Schedule of Provisions, Drawings, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

DESCRIPTION OF WORK

Supply all labour, equipment, and materials as necessary to pave areas within The Municipality of Lambton Shores, including all areas and miscellaneous repairs per the tender document. The work will include but not exclusive to grading, asphalting, site restoration and all things necessary to complete this contract.

The Contractor further agrees that they will deliver the whole of the works completed in accordance with this Agreement and that the project will and be completed no later than

October 9, 2026. No work shall occur at 6276 Townsend Line between September 18, 2026 to September 28, 2026.

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

IN CONSIDERATION WHEREOF, the Municipality agrees to pay the Contractor for all work done in the sum of:

____

____($_______________)____

Subject to such additions and deductions as may be properly made under the terms hereof.

This Agreement shall be to the benefit of me and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereto signed their names and set their seals on the day first above written.

CONTRACTOR

____
Name of Contractor

____
Address

____

____

____
Position Held

____
Signature of Contractor or Seal of Corporation

____
Witness

THE MUNICIPALITY OF LAMBTON SHORES

____
Mayor

____
Clerk

____
Municipal Seal

THIS ___________DAY OF ____________2026

SECTION 4: SPECIAL PROVISIONS – GENERAL
INDEX

MUNICIPALITY OF LAMBTON SHORES

**2026 CAPITAL PROGRAM –
FOREST FIRE HALL AND 6276 TOWNSEND LINE
PARKING LOTS RESURFACING**

SECTION 4: SPECIAL PROVISONS – GENERAL

4.1 GENERAL CONDITIONS

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS dated August 1990. All Sections not amended by the Special Provisions shall take precedence in the order set out in Section GC2.02.

4.2 SECTION GC-6 SURETY AND DEPOSIT

In addition to the items listed, A Certificate of Insurance shall be submitted to the Municipality at the time of execution of the Contract prior.

The Tender deposit shall be in the form of a bid bond or certified cheque.

4.3 SECTION GC-8 ACCEPTANCE OF WORK

The written notice of acceptance shall specify the date of commencement of the twelve (12) month Maintenance Period. The Contractor shall be responsible for any maintenance or corrective measures required as a result of faulty workmanship or materials during the Maintenance Period.

4.4 SECTION GC-7 CONTRACTOR RESPONSIBILITIES AND CONTROL OF THE WORK

Maintaining roadways Detours Paragraph GC7.06 is amended to read as follows: The cost of supplying all labour, equipment and material required to maintain in a satisfactory condition for traffic, a road through the work including any detours constructed in accordance with the Contract or with the approval of the Engineer, shall be paid by the Contractor.

The Contractor may reduce the number of traffic lanes to one lane in the immediate vicinity of the construction work in progress. The Contractor shall be responsible for delineating the boundaries of any open excavation at the end of each working day with fencing and approved lighting and delineators. No road may be closed without the authorization of the Engineer and provisions of adequate detours. All traffic control shall conform to Book #7 of the Ontario Traffic Manual

The Contractor's attention is drawn to Paragraph CG-7.01.06 referencing the Occupational Health and Safety Act.

4.5 SECTION GC1.06 TIME AND ORDER OF COMPLETION

The work shall be completed and full possession thereof given to the Municipality by July 19, 2024, subject to any extensions allowed under Section GC3.07.

The contractor agrees to diligently and continuously work to complete each street within three weeks of the removal of existing materials.

4.6 GC8.02.09 LIQUIDATED DAMAGES

In the event that all work is not completed within the allowed time it is agreed that damage will be sustained by the Municipality, and that is and will be impracticable and extremely difficult to ascertain the actual value of the damage sustained. It is agreed that the damages shall be estimated to be and that the **Contractor shall pay the Municipality as Liquidated Damages the sum of Two Hundred Dollars ($200.00)** for every calendar day, excepting Saturdays, Sundays, and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Municipality may deduct any amount due under this Section from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the corporation.

4.7 WORKING HOURS

A working day will be considered any day excluding Saturdays, Sundays, and Statutory Holidays. For the purpose of this contract working hours will extend from 7:00 a.m. to 7:00 p.m.

4.8 PAYMENT OF WORKERS GC8.02.06 LABOUR CONDITION

The Contractor shall adhere to the Ministry of Labour fair Wage Policy for the “Provincial Zone”.

SECTION 5: SPECIAL PROVISIONS – SPECIFICATIONS INDEX

MUNICIPALITY OF LAMBTON SHORES

**2026 CAPITAL PROGRAM –
FOREST FIRE HALL AND 6276 TOWNSEND LINE
PARKING LOTS RESURFACING**

SECTION 5: SPECIAL PROVISONS – SPECIFICATIONS

5.1 GENERAL

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS dated August 1990. All Sections not amended by the Special Provisions shall take precedence in the order set out in Section GC2.02.

5.2 ONTARIO PROVINCIAL STANDARD SPECIFICATIONS & STANDARD DRAWINGS

This contract document references Ontario Provincial Standards for Roads and Municipal Services, OPSS Volumes 1, 2, 3, 4, 7 and 8. Copies of the specifications referenced are available for download, free of charge, at

MTO Technical Publications (gov.on.ca)

It shall be the Bidder's responsibility to review the referenced specifications in their entirety.

5.3 DRAINAGE OF ADJACENT LANDS

The Contractor shall conduct his operations such that the drainage of adjacent lands will not be blocked by materials from the excavation or stockpiled backfill. At the direction of the Engineer or his designate, the Contractor shall take immediate corrective action to alleviate any drainage problems caused by his operations.

5.4 APPROVED EQUALS

The Contractor may submit a written request to use alternate materials to the Municipality for approval. Any alteration from the specified materials will be subject to approval by the Municipality of Lambton Shores. The Contractor shall not make substitution without written approval from the Engineer prior to receipt of material on site. The Contractor shall clearly state the reason for his request for a substitution and indicate clearly whether there is any additional cost, credit or no difference in tendered price as a result of the proposed alternative.

The Contractor shall be required to pay all costs for any geotechnical testing of materials which do not meet specifications. These costs will be deducted from the Contractors final payment certificate.

5.5 CHARGE ORDERS

The Contractor shall not proceed with any additions or deletions to the Contract until they have been issued a Change Order. The Change Order must be signed by the Contractor approved by the Municipality. Verbal changes by the site inspector will not be recognized for payment by the Municipality.

5.6 INSPECTION / TESTING

The Contractor will not receive payment for any aspect of the work that cannot be tested or inspected to the satisfaction of the Municipality.

5.7 LAYOUT AND GRADE CONTROL

The Engineer will supply the Contractor with a list of benchmarks to be used to control the line and grade.

NOTE: It is the Contractor's responsibility to complete all layout necessary to control line and grade.

5.8 ESTIMATED QUANTITIES

The quantities contained in the Schedule of Quantities and Prices are estimated. Final payment will be based on "As Built" quantities.

5.9 ACCESS TO PROPERTY

The Contractor shall ensure that access to properties is restored at the end of each day.

5.10 TRAFFIC CONTROL

All traffic control and signing shall comply with current standards including Book #7 of the Ontario Traffic Manual. Payment for traffic control shall be included with the Mobilize and demobilize item for each area.

5.11 PROJECT TIMING

To assist the Contractor the following timetable is contemplated:

- July 30, 2026 — Close Tenders
- August 11, 2026 — Award
- ____________(contractor to decide) — Start construction
- October 9, 2026 — Complete construction

5.12 RESTORATION

The lump sum bid for restoration shall include:

- Restoration with topsoil followed by seed mix and bonded fibre matrix cover over the areas disturbed by construction.
- Restoration with Granular ‘A’ (minimum of 200 mm depth) of any gravel road disturbed by construction.
- Restoration of any damage done to roads or bridges as determined by the municipality.
- Parking lot edge restoration with gravel or topsoil as existing conditions dictate.

5.13 PREPARATION & PLACEMENT

The preparation to areas will be at the satisfaction of the Municipality or it’s representative and shall include:

5.13.1 MILLING AND DISPOSAL OF MILLED MATERIAL

The successful bidder shall be responsible for the milling/removal of the existing asphalt surface where indicated to provide a smooth transition from the new asphalt surface to the existing roadway and surrounding sidewalks and facility entrances. All milling operations shall conform to OPSS 510.

The milling operations shall be carried out at the locations and to the depths as directed by the Municipality or the on-site inspector. Milling depth is provided within each area specific instructions. The contractor is responsible for disposing of millings.

5.13.2 CLEANING OF SURFACES

The Contractor shall provide a power broom as required by the Municipality for the removal of all loose, foreign and deleterious material from all milled areas to be resurfaced. The cost of this work is to be included in the unit price for resurfacing under this contract.

5.13.3 JOINT PAINTING

The provisions of OPSS.MUNI 310 section 310.07.11.02 with respect to joint painting with asphalt emulsion between courses will be specifically enforced under this Contract.

5.13.4 VALVE, CATCH BASIN & MANHOLE ADJUSTMENTS

The Contractor shall be responsible to adjust all valves (water or gas), manholes, catch basins and related appurtenances, identified by the Municipality, to a grade level with the finished asphalt surface.

5.13.5 SUPPLY, PLACEMENT, AND COMPACTION OF ASPHALT PAVING MATERIAL (HL-4 and HL4)

The successful bidder shall be responsible for the supply, placement, and compaction of asphalt paving material (including asphalt cement) to the limits and depths indicated previously. All paving operations shall conform to OPSS.MUNI 310.

All Materials shall conform to the following:

Granular
Granular for use in asphalt on this project shall conform to OPSS.MUNI 1003 – Material Specification for Aggregates – Hot Mix Asphalt.

A*sphalt*
Asphalt shall be HL-3, HL-4 or HL-8 as specified. Each mix shall conform to OPSS.MUNI 1150 – Material Specification for Hot Mix Asphalt.

Asphalt Cement
Asphalt Cement shall be **PGAC 58-28** and conform to OPSS.MUNI 1101 – Material Specification for Performance Graded Asphalt Cement.

Hot Mix Paving to the lines and grades specified or as directed by the Municipality. All paving shall conform to OPSS.MUNI 310 – Construction Specification for Hot Mix Asphalt.

Prior to roller compaction, obvious defects in the HMA material shall be corrected.

A through lane paving course shall be completed prior to the placement of adjacent side roads and other paved areas.

At the end of each completed portion and prior to opening the lanes to traffic, the completed sections of HMA course shall be ramped transversely to the existing pavement for a distance of 1.5m.

Transverse butt or stepped joints between the new HMA pavement and the existing pavement or previous days pavement shall be constructed by trimming the existing pavement edge to a straight clean vertical surface of at least 40mm. All joints to receive a solid black bituminous tack coat.

The paver shall not move more than 15m from any transverse joint until that joint has been rolled and checked with a straight edge. If the joint is not satisfactory, it shall be corrected immediately before the paver is allowed to proceed.

The Contractor shall furnish and evenly apply a solid black bituminous tack coat to the total face of asphalt joints, concrete gutters, manhole frames, catch basin frames and all other surfaces against which new asphalt paving is to be placed.

After final compaction, each course shall be smooth and true to the established crown and grade. HMA binder and surface courses shall be free from deviations exceeding 6mm and 3mm, respectively, as measured in any direction with a 3m straight edge. Work which exceeds the tolerances required shall be rejected. Rejected HMA shall be corrected by Contractor, at their expense, to the satisfaction of the Municipality by whatever means the Municipality shall deem appropriate including but not necessarily limited to: removal and replacement of all, or a portion of, the subject area with acceptable HMA, or selective milling/ grinding as appropriate.

5.13.6 PAVEMENT MARKINGS

Pavement Markings shall be included in the price of surface asphalt. The Contractor is required to record the locations of existing pavement markings prior to removal of existing asphalt and shall reinstate all existing pavement markings to their existing location. The Contractor will also be required to provide the Municipality a copy of the recorded layout prior to operations being carried out.

The work of pavement markings shall include: traffic control plan, surface preparation, pre-marking and pavement marking application.

Refer to OPSS.MUNI 1712, OPSS.MUNI 1716, and OPSS.MUNI 1750.

5.14 LOCATION SPECIFIC INSTRUCTIONS

Area 1 & 2: <u>Coultis Park – 6276 Townsend Line, Forest</u>

The successful bid will include:

- Traffic Control as per Book 7 of the OTM

<u>Area 1</u>

- Remove existing asphalt/material for new asphalt (80 mm).
- Grade and compact existing base surface prior to asphalt application.
- Mill step joints (40mm by 50cm) all connections.
- Apply Tack Coat to milled surfaces.
- Fine grade prep, compact, and supply and install 40 mm of HL4 base lift.
- Fine grade prep, compact, and supply and install 40 mm of HL4 surface lift. Include application of permanent pavement markings.
- **No work shall occur at 6276 Townsend Line between September 18, 2026 to September 28, 2026.**

<u>Area 2</u>

- Remove existing asphalt and concrete median and curb material for cenotaph yard restoration

<u>Area 1 & 2</u>

Area 3: **Forest Fire Hall Parking Lot – 11 Washington St. N, Forest**

The successful bid will include:

- Traffic Control as per Book 7 of the OTM
- Remove existing asphalt/material for new asphalt (80 mm).
- Grade and compact existing base surface prior to asphalt application.
- Mill step joints (40mm by 50cm) all connections.
- Apply Tack Coat to milled surfaces.
- Fine grade prep, compact, and supply and install 40 mm of HL4 base lift.
- Fine grade prep, compact, and supply and install 40 mm of HL4 surface lift. Include application of permanent pavement markings.

Area 3

Area 4: **Miscellaneous All Areas**

The successful bid will include:

- Traffic Control as per Book 7 of the OTM

- Item 1: Grass Restoration – disturbed edges shall be restored with 100mm screened topsoil and graded to conform to the existing ground, followed by an application of top quality Standard Roadside Seed Mix and Bonded Fibre Matrix cover, as identified in OPSS.MUNI.804 – Construction Specification for Seed and Cover. Payment shall be by actual measurement and shall only be paid for areas disturbed as a direct result of paving operations.

- Item 2: Gravel Restoration - disturbed edges shall be restored with 150mm Granular ‘A’. Payment shall be by actual measurement and shall only be paid for areas disturbed as a direct result of paving operations.

- Item 3: The existing base is to be excavated to 150mm depth compacted, and filled with compacted Granular ‘A’. Area required to be determined by Municipality.

- Item 4: Supply and place Granular ‘A’ material in order to adjust parking lot base as need to achieve grading. Area required to be determined by Municipality.

APPENDIX A

RFT Envelope Submission Cover

THE MUNICIPALITY OF
LAMBTON SHORES

REQUEST FOR TENDER

CONTRACT NUMBER:

NAME OF RFT:

SUBMITTED BY:

APPENDIX B

- **DOMESTIC SUPPLY CHAIN PLAN**
- **BUY ONTARIO PROCUREMENT DIRECTIVE**
- **MUNICIPAL BY ONTARIO PROCUREMENT DIRECTIVE**

MANDATORY ELIGIBILITY REQUIREMENT FORM

DOMESTIC SUPPLY CHAIN PLAN

Instructions to Bidders:
The Bidder must fully complete the Domestic Supply Chain Plan Tables A, B and C below and attest that all the information provided is true and accurate. No changes are permitted to this form other than providing the required information in the table and attesting and confirming its accuracy. Any changes to the form - other than providing the requested information will result in disqualification.

"Ontario Made Goods" means the product originates from Ontario – either grown, produced, or manufactured in Ontario.

"Ontario Service" means any service provided by an individual or a supplier, manufacturer or distributor of any business structure based in Ontario.

"Canadian Made Goods" means the product originates from any one province or territory within Canada – either grown, produced, or manufactured in Canada but excluding Ontario Made Goods.

"Canadian Service" means any service provided by an individual or a supplier, manufacturer or distributor of any business structure based in Canada but excluding Ontario Services.

Table A **Goods (Materials)**	**Ontario-Made Goods ($)**	**Canadian-Made Goods ($)**	**Other Goods ($)**
Site Work Materials (granular A, engineered fill, imported fill, asphalt, topsoil, seed, sod, erosion control measures)	$	$	$
A. Total for Goods	**$**	**$**	**$**

Table B **Services**	**Ontario Services ($)**	**Canadian Services ($)**	**Other Services ($)**
Services	**$**	**$**	**$**
B. Total for Services	**$**	**$**	**$**

Table C Total Goods and Services	**Ontario ($)**	**Canadian ($)**	**Other ($)**	**Total (across row)**
Goods (insert totals from Table A – Line A)	$	$	$	$
Services (insert totals from Table B – Line B)	$	$	$	$
Total	$	$	$	**$

****This dollar value must correspond to the Bidder's Total Price submitted in its Commercial Response. The Ministry reserves the right to seek clarification from the Bidder if there is any conflict between these two totals but is not obligated to do so or may reject the Bidder's Domestic Supply Chain Plan for evaluation purposes.**

Attestation:

I attest and confirm that the above information is true and correct to the best of my knowledge and that any failure to provide correct and sufficient information in the table above, as required by this Attestation, will result in the disqualification of the Bidder's submission.

[INSERT NAME OF BIDDER]

Name: ______________________

Title: ________________________

Date: ________________________

I have authority to bind the Bidder

Ontario

Buy Ontario Procurement Directive

Ontario Public Service and Broader Public Sector

Management Board of Cabinet

Effective Date: April 13, 2026

Supply Chain Policy Branch
Supply Chain Policy and Oversight Division
Ministry of Public and Business Service Delivery and Procurement

Table of Contents

1.0 Introduction

The Buy Ontario Act (Public Sector Procurement), 2025 establishes a framework to prioritize Ontario and Canadian goods and services in procurement across the public sector. This supports Ontario workers and businesses by ensuring that public spending strengthens local supply chains and reduces exposure to global economic and trade uncertainty.

The Buy Ontario Procurement Directive supports this by requiring government and the broader public sector to prioritize Ontario and Canadian goods and services in procurements. It also incorporates related initiatives—the Building Ontario Businesses Initiative and the Procurement Restriction Policy—into a single Directive.

This directive is issued by Management Board of Cabinet under the authority of the Buy Ontario Act (Public Sector Procurement), 2025.

The Chair of Treasury Board and Management Board of Cabinet has the delegated authority to make periodic updates to procurement value thresholds in this Directive, in alignment with Ontario's trade commitments.

2.0 Purpose

The purpose of this Directive is to set out procurement requirements in support of the government's Buy Ontario mandate, including:

- The Building Ontario Businesses Initiative
- The Procurement Restriction Policy (U.S. businesses), and
- Strategic Categories (fleet vehicles and capital infrastructure)

3.0 Application and Scope

This Directive applies to government and BPS entities as specified in the table below:

- Government entities:
    - all ministries
    - all provincial agencies (including any that are Other Included Entities under the OPS Procurement Directive), including, for greater clarity, all public bodies within the meaning of the *Public Service of Ontario Act, 2006*
    - Ontario Power Generation Inc. and each of its subsidiaries (OPG)
    - the Independent Electricity System Operator (IESO)
- Designated broader public sector organizations (BPS entities) within the meaning of the Broader Public Sector Accountability Act, 2010 (i.e. subject to the BPS Procurement Directive).

The table below specifies which requirements of this Directive apply to specific government and BPS entities.

Organization→	Ministries & Provincial Agencies	OPG and IESO	Designated BPS Organizations
4.1 General	Yes	Yes	Yes
4.2 Building Ontario Businesses Initiative	Yes	Yes	Yes
4.3 Procurement Restriction Policy (U.S. Businesses)	Yes	Yes	Yes
4.4.1 Strategic Category - Fleet Vehicles	Yes	Yes	Yes
4.4.2 Strategic Category - Capital Infrastructure	Yes	No	Yes

The Buy Ontario Procurement Directive does not apply to:

- To procurements needed to address a situation that is both urgent and unforeseen (i.e. emergencies). In these cases, organizations should follow their internal procedures to effectively manage these emergency procurements.
  - The OPS Procurement Directive sets out rules and provides flexibility when there is an emergency (see section 4.4.6).
  - The BPS Procurement Directive provides BPS organizations with the ability to determine their own processes in emergency situations.

There are no exemptions to this Directive.

This Directive does not prevail over legislation.

In the event of any conflict or inconsistency between any applicable procurement directives and this Directive, this Directive and its requirements prevail to the extent of the conflict or inconsistency. The requirements of the Procurement Restriction Policy (section 4.3) prevail over any other requirements within this Directive to the extent of any conflict or inconsistency.

4.0 Requirements

4.1 General

Government and BPS entities must continue to comply with any applicable direction that applies to procurements including all applicable procurement directives and any related approval requirements.

Documentation

Government and BPS entities are required to retain documentation for any procurements covered by this directive, including details to support any decisions or approvals related to the application of this Directive.

Reporting
Government and BPS entities must prepare and provide information and data as requested by Supply Ontario, Ministry of Public and Business Service Delivery and Procurement (MPBSDP), and/or Treasury Board Secretariat (TBS). Designated BPS organizations may receive requests for information and data from their funding ministries.

4.2 Building Ontario Businesses Initiative (BOBI)

Scope

Unless otherwise stated, section 4.2 applies to all procurements for goods and services (consulting and non-consulting services).

This section (4.2) does not apply:

- To procurements covered by section 4.4.1 (Fleet Vehicles) or section 4.4.2 (Capital Infrastructure).
- To treasury operations services procured by the Ministry of Finance or the Ontario Financing Authority, including treasury operations services procured by the Ministry of Finance or the Ontario Financing Authority for a public body as defined in Part II of the Capital Investment Plan Act, 1993.
- When government and BPS entities use an existing Vendor of Record arrangement or other available arrangements.

See the Definitions section (6.0) of the Directive for the definitions of Ontario and Canadian business.

Government and BPS entities must follow the direction in the Building Ontario Businesses Initiative – A Guide for Buyers on the application of this section (4.2).

Requirement

Wherever feasible, government and BPS entities must use the BOBI strategy specified in the table below for the applicable procurement type and value.

For procurements under this section (4.2), government and BPS entities must follow the processes set out in the Building Ontario Businesses Initiative – A Guide for Buyers.

Procurement Value	Strategy
Government entities Goods – Below $34,700 Services – Below $139,000 **BPS entities** Goods & Services – Below $139,000	Give preference to Ontario businesses.
Government entities Goods – At or above $34,700 and below $368,000 Services – At or above $139,000 and below $368,000 **BPS entities** Goods & Services – At or above $139,000 and below $368,000	Give preference to Canadian businesses
Government entities Goods & Services – At or above $368,000 **BPS entities** Goods & Services At or above $368,000	Give preference to businesses of Ontario's trading partners.
	Apply weighted domestic criteria in procurement evaluations.
Government entities At or above $50M **BPS entities** At or above $50M	For procurements with an estimated value of $50 million or more, in specified sectors include an Industrial Regional and Technology Benefit (IRTB) requirement for vendors

The requirement for government and BPS entities to give preference to Ontario businesses in the first row of the table above does not apply to the following procurements:

- A good or service procured for commercial sale or resale or for use in the production of a good or service intended for commercial sale or resale.
- The services of a lawyer, paralegal or notary public.
- The services of an expert witness to be used in a court or legal proceeding.
- A good or service that is not available from an Ontario business.

For clarity, the other requirements of this section (4.2) continue to apply to these procurements.

4.3 Procurement Restriction Policy (U.S. businesses)

Objective

The Procurement Restriction Policy is designed to restrict United States (U.S.) businesses from accessing public sector procurements in Ontario.

Scope

Section 4.3 applies to:

- All new procurements of goods and services (consulting and non-consulting services) at any value.
- Any procurement method – invitational, open competitive or non-competitive.

Section 4.3 does not apply:

- When government and BPS entities use an existing Vendor of Record arrangement or other available arrangements.
- To contract extensions included in the original agreement.

A U.S. business means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that:

1. has its headquarters or main office located in the U.S., and
2. has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

If a bidder or vendor is a subsidiary of another corporation, part 1 of the definition above is met if that bidder or vendor is controlled by a corporation that has its headquarters or main office located in the U.S.

A government or BPS entity can rely on a business' representation that it does not meet the definition of a U.S. business.

Requirement

- Government and BPS entities must exclude U.S. businesses from procurements, however, procuring from U.S. businesses is allowed if any of the following circumstances apply:
    - A U.S. business is the only viable source for the good/service, and the procurement cannot be delayed.
    - For procurements for services, the U.S. business commits to having at least 90 percent of the required staff to deliver the contracted services located in Canada.
- Except where the OPS Procurement Directive requires a level of procurement approval higher than deputy minister, a government entity must obtain deputy minister or CEO approval, as appropriate, to procure from a U.S. business, regardless of the value.
- BPS entities must require a similar level of approval.
- Government and BPS entities must continue to use existing Vendor of Record arrangements (VORs) or other arrangements available to public entities.

4.4 Strategic Categories

These requirements set out Ontario's approach to procurements in key strategic categories that support the goals of the Buy Ontario Act (Public Sector Procurement), 2025. The requirements reflect Ontario's priorities for public sector procurement and may change over time to respond to emerging issues or challenges.

4.4.1 Fleet Vehicles

Objective

The objective of section 4.4.1 is to support the domestic automotive industry and jobs in the province by leveraging the significant purchasing power of the public sector.

Government and BPS entities are required to purchase or lease vehicles that are manufactured in Ontario or from original equipment manufacturers operating in Ontario as specified below.

Scope

Section 4.4.1 applies:

- To all new procurements of new light-duty passenger fleet vehicles with a Gross Vehicle Weight Rating (GVWR) at or less than 4,500 kg.
- Regardless of the value or method of the procurement (invitational, open competitive or non-competitive) or procurement type (purchase or lease).

Section 4.4.1 does not apply to:

- Existing contracts that were executed prior to the effective date of this policy
- Contract extensions included in the original agreement
- Short term leases up to 12 months
- Vehicles that are physically modified or upfitted (excluding changes that only affect the visual appearance of the vehicle) for an intended operational use or function. This includes, but is not limited to specialty vehicles, such as ambulances, school buses, police cruisers, enforcement vehicles and emergency response vehicles
- Vehicles purchased for covert or surveillance purposes
- Vehicles with a GVWR greater than 4,500 kg
- Used vehicles

The Building Ontario Businesses Initiative (BOBI) requirements in section 4.2 do not apply to fleet vehicle procurements covered by this section (4.4.1).

Requirement

Government and BPS entities must purchase or lease Made-in-Ontario Fleet Vehicles when they acquire new light-duty passenger vehicles using an applicable procurement process.

If a Made-in-Ontario Fleet Vehicle is unavailable or if a government or BPS entity determines that it is not operationally feasible to purchase or lease such a vehicle, the entity is required to purchase or lease a new vehicle from an Ontario Vehicle Producer.

If a Made-in-Ontario Fleet Vehicle or a vehicle from an Ontario Vehicle Producer is unavailable, or if the government or BPS entity determines that purchasing or leasing such a vehicle is not operationally feasible, the entity may consider alternative acquisition strategies.

Government and BPS entities should refer to the Operational Guide for information about how to apply these requirements.

Use of central common services

Ministries and any provincial agencies that are required to use mandatory Central Common Services must use the MTO Fleet Management Centre for the purchase or lease of fleet vehicles.

Use of VORs or other purchasing arrangements

Government and BPS entities must comply with this policy when using vendor of record arrangements (VOR) or other arrangements available to them, including, but not limited to:

- Government entities that must use an enterprise-wide VOR (provided by Supply Ontario) in accordance with the OPS Procurement Directive.
- BPS entities that must use existing VORs or any other purchasing arrangement in accordance with the Broader Public Sector Procurement Directive.

Documentation

If a Made-in-Ontario Fleet Vehicle or a vehicle from an Ontario Vehicle Producer is unavailable or the vehicle is not operationally feasible, document the rationale and seek appropriate approval.

4.4.2 Capital Infrastructure

Objective

The objective of section 4.4.2 is to maximize the use of Ontario-Made and Canadian-Made Goods and Ontario and Canadian Services in procurements covered by the Directive, while maintaining value for money for Ontario and the timely delivery of infrastructure projects.

Scope

Section 4.4.2 applies to all new procurements of capital infrastructure. For the purposes of this section, “capital infrastructure procurements” means:

- Construction (see Definitions).
- Fixtures, furniture and equipment that are included in and incidental to the Construction of the facility and required to support the facility’s operational readiness immediately following completion of Construction, whether those items are delivered through the construction contract or procured separately.
- Transit fleet vehicles, including rolling stock (e.g., subways and rail cars) and buses, but excluding light duty passenger vehicles.

This section (4.4.2) does not apply to OPG or IESO.

Government and BPS entities must apply the requirements of this section (4.4.2) when using Vendor of Record arrangements (VORs) managed by Supply Ontario or other purchasing arrangements, whenever possible. Government and BPS entities must not use purchasing arrangements for the purposes of avoiding the requirements of this section (4.4.2).

Section 4.4.2 does not apply to the procurement of:

- Medical equipment.
- Information technology.

- Fixtures, furniture or equipment acquired solely for ongoing or operational purposes after the facility is operational.
- Routine maintenance, repair, and operations (MRO) unless the MRO activities involve repairing or renovating the physical structure.

Government and BPS entities may apply the requirements of this section (4.4.2) to capital infrastructure procurements not covered by the Directive, where feasible.

For Capital Infrastructure procurements, at any dollar value, Section 4.4.2 replaces the applicable Building Ontario Businesses Initiative (BOBI) requirements found in Section 4.2.

Requirement

Government and BPS entities must do all of the following in respect of each capital infrastructure procurement:

- Include in the procurement documents:
    - A list of each major good and each service required for the deliverables being procured.
    - A requirement for vendors to submit a Domestic Supply Chain Plan that identifies, at a minimum, the source of each of the listed major goods and each service.
- Use one of the applicable methods for Domestic Supply Chain Plans described in Table 1 below that best supports the objective of this section (4.4.2).
- Apply Weighted Domestic Criteria (see Table 2), wherever feasible.
- Refer to operational guidance issued by the ministry for direction about how to apply of any of these requirements, including but not limited to Domestic Supply Chain Plans or methods, Weighted Domestic Criteria requirements, etc.

Table 1 – Domestic Supply Chain Plan Methods

Domestic Supply Chain Plan Approach	Method to be Applied
Domestic Supply Chain Plan - Evaluated	Include in the procurement documents one of the approaches below to evaluate the Domestic Supply Chain Plan. The approach should be selected based on the estimated procurement value. **Ministries and Provincial Agencies:** Below $34,700 for goods procurements, and below $139,000 for services and construction procurements **Designated Broader Public Sector Organizations:** Below $347,400 for construction procurements, and below $139,000 for

	goods or services procurements
	• Apply a 10% evaluation advantage to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services in their Domestic Supply Chain Plan.
	
	Ministries and Provincial Agencies: At or above $34,700 for goods procurements, and above $139,000 for services and construction procurements
	Designated Broader Public Sector Organizations: At or above $347,400 for construction procurements, and at or above $139,000 for goods or services procurements
	
	Choose <u>one</u> of the following:
	
	• Apply a 10% evaluation advantage to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services in their Domestic Supply Chain Plan; or
	
	• The Domestic Supply Chain Plan accounts for 10% of the total evaluation score for the procurement. Select the vendor whose Domestic Supply Chain Plan score is at least 50% higher than the top-ranked vendor, and
	    o their bid price is within 10% and
	    o their construction schedule is no more than 10% longer, the government or BPS entity should award the contract to that vendor, subject to all other award conditions.

Domestic Supply Chain Plan - Commitment	Include in the procurement documents a mandatory eligibility requirement for vendors to commit in a Domestic Supply Chain Plan to meet or exceed a specified proportion of Ontario or Canadian-Made Goods and Services as a part of the procurement. The specified proportion may be any percentage of the total estimated procurement value that the government or BPS entity has determined would maximize the use of Ontario and Canadian-made Goods and Services.

Table 2 – Weighted Domestic Criteria

Procurement Value	Strategy
Above $368,000	Apply weighted domestic criteria in procurement evaluations (e.g., vendors to demonstrate how they meet Ontario's environmental and

	labour standards). When using weighted domestic criteria, it cannot be worth more than 35% of the overall weighting for the procurement.

Government and BPS entities may use an alternative method than those described in the Domestic Supply Chain Methods Table if all of the following criteria are met:

- It would not be feasible to require vendors to submit a Domestic Supply Chain Plan on account of the procurement model.
- The alternative method is consistent with and advances the objective of this section (4.4.2).
- Except where the OPS Procurement Directive requires a level of procurement approval higher than deputy minister, a government entity must obtain deputy minister or CEO approval, as applicable, to use the alternative method. BPS entities must require a similar level of approval. The approval should document the rationale and evidence of how the alternative is consistent with and advances the objective of this section (4.4.2).

Value for money exclusion

On a case-by-case basis where strictly necessary, a government or BPS entity may exclude a procurement from the requirements of section 4.4.2 if all of the following criteria are met:

- A detailed market assessment indicates that applying the requirements in this section (4.4.2) could increase the procurement's estimated cost by 25% or more compared to not applying the requirements.
- Except where the OPS Procurement Directive requires a level of procurement approval higher than deputy minister, a government entity must obtain deputy minister or CEO approval, as applicable, to exclude the procurement. BPS entities must require a similar level of approval.

A government or BPS entity may be required to provide information about any approved exclusion as a part of the reporting requirement under section 4.1 of this Directive.

Conflicts with funding agreements

If a capital infrastructure procurement is or will be funded in part by the Crown in right of Canada, government and BPS entities should:

- Where possible, negotiate terms for the funding that would allow the requirements of section 4.4.2 to apply to the capital infrastructure procurement; and

- Apply the requirements to the capital infrastructure procurement unless they conflict with the terms of the funding arrangement with the Crown in right of Canada.

Reliance on attestations

Government and BPS entities may rely on a vendor's Domestic Supply Chain Plan as evidence of what goods are Ontario or Canadian-Made Good or what services are Ontario or Canadian services for the purposes of this Directive.

Procurement Documents

Government and BPS entities should consult their procurement and legal advisors to determine which provisions, if any, to include in their procurement documents (e.g. request for bids, form of agreement) to support compliance with this Directive. See operational guidance for suggested provisions to include in the procurement documents.

5.0 Implementation and Support

Government entities must use the information and operational direction designed to support this Directive, available on InsideOPS - Procurement Tools and Templates page.

BPS organizations must use the information and operational direction designed to support this Policy, available publicly on the following sites:

- Doing Business with the Government of Ontario
- Supply Ontario's website
- Questions? Contact doingbusiness@supplyontario.ca

6.0 Definitions

For the purposes of this Directive the following definitions apply:

"Canadian business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

i. has its headquarters or main office in any province or territory within Canada, or
ii. has at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.

“Canadian-Made Good” means a good that meets any one of the following criteria:

- Is wholly manufactured or originating in Canada,
- At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or
- Is labelled as “Made in Canada” or “Product of Canada”.

“Canadian Service” means a service wholly provided by individuals (natural persons) located in Canada.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“Made-in Ontario Vehicle” means a vehicle that is manufactured in Ontario and contains the number "2" as the first digit of the Vehicle Identification Number (VIN).

“major goods” means durable materials, systems or components that are essential to ensuring the operational readiness or performance of the deliverable, and include:

- Structural materials: Concrete, steel and other metals, lumber, stone, aggregates
- Building envelope components: Windows, glass, roofing systems, bricks
- Mechanical and electrical systems: HVAC units, generators, elevators
- Specialty items: Prefabricated panels, major fixtures
- Fixtures, furniture and equipment
- Transit fleet vehicles

“new procurement” means a procurement that has not yet been issued or posted by the date the applicable section of this Directive takes effect.

“Ontario Business” means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either,

i. has its headquarters or main office in Ontario, or
ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

“Ontario Service” means a service wholly provided by individuals (natural persons) located in Ontario.

“Ontario Vehicle Producer” means an Original Equipment Manufacturer (OEM) that sells vehicles and would meet the threshold of 1,500 annualized jobs across their Ontario footprint of active and/or planned fully and partially owned vehicle assembly and plants.

“Ontario-Made Good” means a good that meets any one of the following criteria:

- It is wholly manufactured or originating in Ontario, or
- At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

“treasury operations services” means services related to the management of financial assets and liabilities, and includes services related to any of the following activities:

1. Borrowing.
2. Debt management.
3. Risk management.
4. Cash management.
5. Banking.
6. Investing.
7. Services that are ancillary to the activities described in 1 to 6 above, including advisory and information services.

Ontario

Municipal Buy Ontario Procurement Directive

Municipal Sector Entities

Management Board of Cabinet

Effective Date: April 13, 2026

Supply Chain Policy Branch
Supply Chain Policy and Oversight Division
Ministry of Public and Business Service Delivery and Procurement

Table of Contents

1.0 Introduction

The Buy Ontario Act (Public Sector Procurement), 2025 establishes a framework to prioritize Ontario and Canadian goods and services in procurement across the public sector. This supports Ontario workers and businesses by ensuring that public spending strengthens local supply chains and reduces exposure to global economic and trade uncertainty.

The Municipal Buy Ontario Procurement Directive supports this by requiring the municipal sector to prioritize Ontario and Canadian goods and services in procurements.

This directive is issued by Management Board of Cabinet under the authority of the Buy Ontario Act (Public Sector Procurement), 2025.

The Chair of Treasury Board and Management Board of Cabinet has the delegated authority to make periodic updates to procurement value thresholds in this Directive, in alignment with Ontario's trade commitments.

2.0 Purpose

The purpose of this Directive is to enable Ontario to set out procurement requirements in support of the government's Buy Ontario mandate.

3.0 Application and Scope

This Directive applies to municipal sector entities, which means all municipalities, local boards, and municipal services corporations that are prescribed as public sector entities under the Buy Ontario Act (Public Sector Procurement), 2025.

Municipal sector entities should refer to the regulation under the Buy Ontario Act (Public Sector Procurement), 2025 for details about the specific entities that are prescribed.

The table below specifies the dates that each of the requirements of this Directive take effect for specific municipal sector entities.

Organization→	Municipalities	Local Boards	Municipal Services Corporations
4.1 General	April 13, 2026	June 1, 2026	June 1, 2026
4.2.1 Strategic Category - Fleet Vehicles	April 13, 2026	June 1, 2026	June 1, 2026
4.2.2 Strategic Category - Capital Infrastructure	May 15, 2026	June 1, 2026	June 1, 2026

The Municipal Buy Ontario Procurement Directive does not apply to:

- Procurements needed to address a situation that is both urgent and unforeseen (i.e. emergencies). In these cases, organizations should follow their internal procedures to effectively manage these emergency procurements.

This Directive does not prevail over legislation.

4.0 Requirements

4.1 General

<u>Documentation</u>

Municipal sector entities are required to retain documentation for any procurements covered by this Directive, including details to support any decisions or approvals related to the application of this Directive.

<u>Reporting</u>
Municipal sector entities must prepare and provide information and data as requested by Supply Ontario, Ministry of Public and Business Service Delivery and Procurement (MPBSDP), the Ministry of Municipal Affairs and Housing (MMAH), and Treasury Board Secretariat (TBS).

4.2 Strategic Categories

These requirements set out Ontario’s approach to procurements in key strategic categories that support the goals of the Buy Ontario Act (Public Sector Procurement), 2025. The requirements reflect Ontario’s priorities for public sector procurement and may change over time to respond to emerging issues or challenges.

4.2.1 Fleet Vehicles

Objective

The objective of section 4.2.1 is to support the domestic automotive industry and jobs in the province by leveraging the significant purchasing power of the public sector.

Municipal sector entities are required to purchase or lease vehicles that are manufactured in Ontario or from original equipment manufacturers operating in Ontario as specified below.

Scope

Section 4.2.1 applies:

- To all new procurements of new light-duty passenger fleet vehicles with a Gross Vehicle Weight Rating at or less than 4,500 kg.
- Regardless of the value or method of the procurement (invitational, open competitive or non-competitive) or procurement type (purchase or lease).

Section 4.2.1 does not apply to:

- Existing contracts that were executed prior to the effective date of this policy
- Contract extensions included in the original agreement
- Short term leases up to 12 months
- Vehicles that are physically modified or upfitted (excluding changes that only affect the visual appearance of the vehicle) for an intended operational use or function. This includes, but is not limited to specialty vehicles, such as ambulances, school buses, police cruisers, enforcement vehicles and emergency response vehicles
- Vehicles purchased for covert or surveillance purposes
- Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 4,500 kg
- Used vehicles

Requirement

Municipal sector entities must purchase or lease Made-in-Ontario Fleet Vehicles when they acquire new light-duty passenger vehicles using an applicable procurement process.

If a Made-in-Ontario Fleet Vehicle is unavailable or if a municipal sector entity determines that it is not operationally feasible to purchase or lease such a vehicle, the entity is required to purchase or lease a new vehicle from an Ontario Vehicle Producer.

If a Made-in-Ontario Fleet Vehicle or a vehicle from an Ontario Vehicle Producer is unavailable, or if the municipal sector entity determines that purchasing or leasing such a vehicle is not operationally feasible, the entity may consider alternative acquisition strategies.

Municipal sector entities should refer to the Operational Guide for information about how to apply these requirements.

Documentation

If a Made-in-Ontario Fleet Vehicle or a vehicle from an Ontario Vehicle Producer is unavailable or the vehicle is not operationally feasible, document the rationale and seek appropriate approval.

4.2.2 Capital Infrastructure

Objective

The objective of section 4.2.2 is to maximize the use of Ontario-Made and Canadian-Made Goods and Ontario and Canadian Services in procurements covered by the Directive, while maintaining value for money for Ontario and the timely delivery of infrastructure projects.

Scope

Section 4.2.2 applies to all new capital infrastructure procurements. For the purposes of this section, "capital infrastructure procurements" means:

- Construction (see Definitions).
- Fixtures, furniture and equipment that are included in and incidental to the Construction of the facility and required to support the facility's operational readiness immediately following completion of Construction, whether those items are delivered through the construction contract or procured separately.
- Transit fleet vehicles, including rolling stock (e.g., subways and rail cars) and buses, but excluding light duty passenger vehicles.

Municipal sector entities must apply this Directive to the use of Vendor of Record arrangements (VORs) managed by Supply Ontario or other purchasing arrangements, whenever possible. Municipal sector entities must not use purchasing arrangements to avoid the requirements of this Directive.

Section 4.2.2 does not apply to the procurement of:

- Medical equipment.
- Information technology.
- Fixtures, furniture or equipment acquired solely for ongoing or operational purposes after the facility is operational.

- Routine maintenance, repair, and operations (MRO) unless the MRO activities involve repairing or renovating the physical structure.

Municipal sector entities may apply the requirements of the Directive to procurements not covered by the Directive, where feasible.

Requirement

Municipal sector entities must do all of the following in respect of each capital infrastructure procurement:

- Include in the procurement documents:
  - A list of each major good and each service required for the deliverables being procured.
  - A requirement for vendors to submit a Domestic Supply Chain Plan that identifies, at a minimum, the source of each of the listed major goods and each service.
- Use one of the applicable methods for Domestic Supply Chain Plans described in Table 1 below that best supports the objective of this section (4.2.2).

Table 1 – Domestic Supply Chain Plan Methods

Domestic Supply Chain Plan Approach	Method to be Applied
Domestic Supply Chain Plan - Evaluated	Include in the procurement documents one of the approaches below to evaluate the Domestic Supply Chain Plan. The approach should be selected based on the estimated procurement value. **Below $347,400 for construction procurements, and below $139,000 for goods or services procurements** • Apply a 10% evaluation advantage to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services in their Domestic Supply Chain Plan. **At or above $347,400 for construction procurements, and at or above $139,000 for goods or services procurements** Choose one of the following: • Apply a 10% evaluation advantage to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services in their Domestic Supply Chain Plan; or

	• The Domestic Supply Chain Plan accounts for 10% of the total evaluation score for the procurement. Select the vendor whose Domestic Supply Chain Plan score is at least 50% higher than the top-ranked vendor, and o their bid price is within 10% and o their construction schedule is no more than 10% longer, the municipal sector entity should award the contract to that vendor, subject to all other award conditions.
Domestic Supply Chain Plan - Commitment	Include in the procurement documents a mandatory eligibility requirement for vendors to commit in a Domestic Supply Chain Plan to meet or exceed a specified proportion of Ontario or Canadian-Made Goods and Services as a part of the procurement. The specified proportion may be any percentage of the total estimated procurement value that the municipal sector entity has determined would maximize the use of Ontario and Canadian-made Goods and Services.

If it would not be feasible to require vendors to submit a Domestic Supply Chain Plan on account of the procurement model, municipal sector entities may use an alternative method that is consistent with and advances the objective of this section (4.2.2).

Municipal sector entities may refer to operational guidance issued by the ministry for direction about how to apply of any of these requirements, including but not limited to Domestic Supply Chain Plans or methods, etc.

Value for money exclusion

On a case-by-case basis where strictly necessary, a municipal sector entity may exclude a procurement from the requirements of section 4.2.2 when the following criteria are met:

- A detailed market assessment indicates that applying the requirements in this section (4.2.2) could increase the procurement's estimated cost by 25% or more compared to not applying the requirements; and,
- Appropriate approval has been obtained to exclude the procurement based on the value of the procurement.

A municipal sector entity may be required to provide information about any approved exclusion as a part of the reporting requirement under section 4.1 of this Directive.

Conflicts with funding agreements

If a capital infrastructure procurement is or will be funded in part by the Crown in right of Canada, municipal sector entities should:

- Where possible, negotiate terms for the funding that would allow requirements of section 4.2.2 to apply to the capital infrastructure procurement; and
- Apply the requirements to the capital infrastructure procurement unless they conflict with the funding arrangement with the Crown in right of Canada.

Reliance on attestations

Municipal sector entities may rely on a vendor's Domestic Supply Chain Plan as evidence of what goods are Ontario or Canadian-Made or what services are Ontario or Canadian services for the purposes of this Directive.

5.0 Implementation and Support

Municipal sector entities should use the information and operational direction designed to support this Directive, available publicly on the following sites:

- Doing Business with the Government of Ontario
- Supply Ontario's website
- Questions? Contact doingbusiness@supplyontario.ca

6.0 Definitions

For the purposes of this Directive the following definitions apply:

"Canadian-Made Good" means a good that meets any one of the following criteria:

- Is wholly manufactured or originating in Canada,
- At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or
- Is labelled as "Made in Canada" or "Product of Canada".

"Canadian Service" means a service wholly provided by individuals (natural persons) located in Canada.

"Construction" means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“Made-in Ontario Vehicle” means a vehicle that is manufactured in Ontario and contains the number "2" as the first digit of the Vehicle Identification Number (VIN).

“major goods” means durable materials, systems or components that are essential to ensuring the operational readiness or performance of the deliverable, and include:

- Structural materials: Concrete, steel and other metals, lumber, stone, aggregates
- Building envelope components: Windows, glass, roofing systems, bricks
- Mechanical and electrical systems: HVAC units, generators, elevators
- Specialty items: Prefabricated panels, major fixtures
- Fixtures, furniture and equipment
- Transit fleet vehicles

“new procurement” means a procurement that has not yet been issued or posted by the date the applicable section of this Directive takes effect.

“Ontario Service” means a service wholly provided by individuals (natural persons) located in Ontario.

“Ontario Vehicle Producer” means an Original Equipment Manufacturer (OEM) that sells vehicles and would meet the threshold of 1,500 annualized jobs across their Ontario footprint of active and/or planned fully and partially owned vehicle assembly and plants.

“Ontario-Made Good” means a good that meets any one of the following criteria:

- It is wholly manufactured or originating in Ontario, or
- At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.