



Township of Essa
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THE CORPORATION OF THE TOWNSHIP OF ESSA
REQUEST FOR QUOTATION
FOR
WINTER SAND, TRUCKING & MIXING
RFQ #: EPW-26-011

QUOTE CLOSING

DATE: September 10th, 2026

TIME: 2:00:00 PM local time

LOCATION: Lower Level – Township of Essa Administration Office
5786 County Road 21, Utopia, Ontario, Canada L0M 1T0

LATE QUOTATIONS WILL NOT BE ACCEPTED

The Corporation of the Township of Essa reserves the right to accept or reject all or part of any Quotation and reserves the right to accept other than the lowest Quotation and to cancel this Call for Quotations at any time.

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The following definitions apply to the interpretation of the Quotation Documents;

1. **“Addenda or Addendum”** means such further additions, deletions, modifications, or other changes to any Quotation Documents.
2. **“Contract Documents”** means collectively all of the documents comprising the Request for Quotation, namely Part I to IV, and the Contract Drawings, if any.
3. **“Quotation or Quotation Form”** means the Quotation in the form prescribed by these Contract Documents and completed and submitted by a Respondent(s) in response to and in compliance with the Call for Quotation and the Contract Documents and for the purpose of entering into the Contract with the Township in the event of Award.
4. **“Bid Security”** means the Bid Security documentation referred to and described in Part I, Instructions to Respondents.
5. **“Closing Time”** means the time specified in Part I, Instructions to Respondents by which all Quotation submissions shall be stamped received by the Township.
6. **“Contract”** means the agreement in writing governing the performance of the Work which has been executed by the Township and successful Contractor following acceptance by the Township of the successful Respondent’s Quotation Form submission.
7. **“Contract Drawings”** means the plans and drawings describing the Work.
8. **“Contractor”** means the successful Respondent to whom the Contract is Awarded and undertaking the execution of the Work under the terms of the Contract.
9. **“Council”** means the elected Council for the Township of Essa.
10. **“Mandatory Requirements”** means those requirements described in Part I, Instructions to Respondents, which shall be fully satisfied in order for any Quotation to be considered by the Township as a qualified Quotation.
11. **“Request for Quotations”** (“RFQ”) means the request for quotations to which these Instructions relates, and any renewal or substitute for that request for quotation.
12. **“Respondent”** means the legal entity submitting a Quotation or Quotation Form.
13. **“Services”** means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods,
14. **“Sub-Contractor”** means a legal entity approved by the Township undertaking the execution of a part of the Work pursuant to an agreement with the Contractor and includes both “brokers” and “subcontractors”.
15. **“Township”** means The Corporation of the Township of Essa.
16. **“Unit price”** means the fully inclusive price quoted by a Respondent for each unit of Work, including

all materials, labour, equipment, transportation, fuel, services, overhead, profit and all other costs necessary to complete the applicable Work in accordance with the Contract Documents, excluding HST.

17. **“Work”** means the Work to be undertaken by the Contractor pursuant to the provisions of the Contract

1. SCOPE OF WORK

The Corporation of the Township of Essa invites quotations from qualified Respondents to provide all labour, materials, equipment, supervision, and incidentals necessary to **supply, screen, load, transport, and deliver winter sand** to the Township's Roads Yard (5654 County Road 21), and to mix the winter sand with Township-supplied treated road salt and stockpile the completed sand/salt mixture within the Township's sand storage building.

2. QUOTATION CLOSING TIME

The completed Quotation Form shall be submitted in a sealed envelope and must be received, date- and time-stamped, by the Township's Public Works Department no later than **2:00:00 p.m. (14:00:00 hours) local time** on the Quotation Closing Date. Quotations received after the Closing Time will not be accepted. Late quotations will be date- and time-stamped and returned to the Respondent unopened.

The official clock located in the Public Works Department shall determine the official Closing Time for this Request for Quotation (RFQ).

3. COMPETITION INTENDED

It is the Township's intent that this request for Quotation (RFQ) encourage open, fair, and competitive bidding. If a Respondent believes that any provision, requirement, specification, or combination thereof contained in this RFQ inadvertently restricts competition or limits the opportunity to a single source, the Respondent shall notify the Township's Public Works department in writing. (srear@essatownship.on.ca) Such notification must clearly identify the concern and reasons for it. Written notification must be received by the Township no later than seven (7) calendar days prior to the Quotation Closing Date. The Township will review the concern, and where appropriate, may issue an addendum to all Respondents.

4. WEBSITE POSTING

The Township of Essa posts all tenders, quotes and requests for proposals on-line on the Township's Website as follows:

<https://www.essatownship.on.ca/office/bids> and <https://www.biddingo.com/>

5. LOBBYING PROHIBITED

Respondents shall not engage in any lobbying activities with respect to their Quotation during the procurement process. If any director, officer, employee, agent, representative, or other person acting on behalf of a Respondent, including any party involved in a joint venture, consortium, or similar business arrangement, contacts or communicates with any elected official, employee, agent, consultant, or representative of the Township, or any member of the media, for the purpose of influencing the evaluation or outcome of the Quotation process, the Township reserves the right to reject the Respondent's Quotation.

This restriction does not apply to communications expressly permitted under the RFQ Documents or to public deputations.

6. INQUIRIES

All inquiries concerning this quotation including specifications, process and results are to be directed in writing (e-mail) through:

John Kolb
Manager of Public Works
Office: 705 424-9917 ext. 112
jkolb@essatownship.on.ca

Sarah Rear
Engineering Coordinator
Office: 705 424-9917 ext. 103
srear@essatownship.on.ca

Inquiries shall not be directed to any other Township employees.

Respondents who wish to submit questions or request clarification during the Quotation process shall do so in writing. All inquiries shall be submitted by email directly to the Public Works Department at srear@essatownship.on.ca.

Clarification requests will not be accepted by telephone. All questions and responses that may affect the interpretation of the RFQ Documents will be compiled and distributed to Respondents who have requested a copy and/or will be made available through the same method used to advertise the Quotation.

The Township reserves the right to issue an addendum where clarification or additional information is required.

7. RELEASE OF INFORMATION DURING THE CALL FOR QUOTATION PROCESS

Any communication initiated by a Respondent, or by any person acting on behalf of a Respondent, with Township elected officials, employees, agents, or representatives, other than authorized communications with the Public Works Department, during the period commencing on the Quotation Closing Date and ending on the date the contract has been executed by the Township (the "Blackout Period"), may result in the disqualification of the Respondent from further consideration for contract award.

During the Blackout Period, all communications regarding the RFQ, evaluation process, or potential contract award shall be directed through the Public Works Department. The Township will initiate any required communications with Respondents during the Blackout Period, and Respondents shall not contact other Township representatives regarding the RFQ.

8. QUOTATION PREPARATION AND SUBMISSION

Task	Date
Issue of Quotation	August 20 th , 2026
RFQ Closed	September 10 th , 2026
Substantial Completion	October 23 rd , 2026

- 8.1 All Quotations shall be submitted in the Quotation Format provided by the Township in the Quotation Documents.
- 8.2 Quotations shall be submitted in a sealed envelope/package and delivered to the location specified

in the RFQ Documents prior to the Closing Time. Quotations received after the Closing Time shall not be accepted.

Quotation Forms submitted by facsimile, email, telephone, or any other electronic method shall not be accepted and shall result in rejection of the Quotation.

8.3 Courier Service:

Where a Respondent elects to deliver its Quotation through a courier service, the Respondent shall be solely responsible for ensuring the Quotation Submission Envelope/Package is properly identified and received by the Public Works Department prior to the Closing Time;

A Quotation may be rejected where:

- i. The Quotation Submission Envelope/Package is delivered to a location other than the location identified for submission and is not received by the Public Works Department prior to the Closing Time;
- ii. The Quotation Submission Envelope/Package is enclosed within a courier envelope/package that does not clearly identify "**QUOTATION DOCUMENT ENCLOSED**", and the Quotation Submission Envelope/Package is not removed from the courier packaging prior to the Closing Time; or
- iii. The Quotation Submission Envelope/Package is received after the Closing Time.

8.4 Amendments to a submitted Quotation or Quotation Form received by telephone, facsimile, email, or letter shall not be accepted or considered.

8.5 The Quotation Form shall be signed in the space(s) provided by a duly authorized signing officer or representative of the Respondent.

Where a joint Quotation is submitted, the Quotation Form shall be signed on behalf of each Respondent by an authorized signing officer or representative. If signing authority for multiple Respondents is vested in one individual, that individual shall sign separately on behalf of each Respondent.

Signatures submitted on behalf of individuals or unincorporated organizations shall be witnessed. Incorporated companies shall execute the Quotation Form in accordance with their corporate signing authority requirements.

9. QUOTATION OPENING

Respondents are advised there will be a public opening for this Request for Quotation (RFQ).

Only quotations received by the Township prior to the specified Closing Time will be opened. The public opening will take place at **2:15:00 P.M. (14:15:00 P.M.)** local time on the Quotation Closing Date at the **Township of Essa Administration Centre (5786 County Road 21, Utopia, ON) – Lower-Level Meeting Room.**

The quotations will be opened by an authorized representative of the Township.

10. LATE SUBMISSIONS

Quotations received after the official closing time will **NOT** be considered during the selection

process and will be returned unopened to the respective Respondent.

11. UNOFFICIAL RESULTS

Once the Quotation or Competitive Quotation opportunity has been opened, the Unofficial Quotation Results will be available upon request from the Township Public Works Department within 24 hours of the Quotation Opening.

12. ELECTRONIC SUBMISSIONS

Electronically transmitted submissions (facsimile, e-mail, etc.) **SHALL NOT** be accepted for this Quotation.

13. ADDENDUM/ADDENDA

Addendum/Addenda if required will be issued by the Township's Public Works Department and shall hereby form part of the RFQ Documents. Failure by a Respondent to acknowledge all Addendum/Addenda issued may result in the Quotation being deemed non-compliant and rejected.

Where possible and practical, the Township will endeavor to issue Addendum/Addenda no later than forty-eight (48) hours prior to the Closing Time. The Respondent is solely responsible for ensuring that it has received and reviewed all Addendum/Addenda issued by the Township.

The onus is the responsibility of the Respondent to have received all Addendum/Addenda that have been issued by the Public Works Department. The Township assumes no responsibility for oral instructions, or suggestions provided by and Township representative. Only written Addendum/Addenda issued by the Township shall be considered binding.

Prior to submitting a Quotation, Respondents shall verify with the Township's Public Works department at (srear@essatownship.on.ca) that they have received all issued Addendum/Addenda. Failure to acknowledge the correct number of Addendum/Addenda may result in the Quotation being considered non-compliant.

14. AVAILABLE FUNDING

The Respondent acknowledges and agrees that any award of contract resulting from this Request for Quotation (RFQ) is subject to the availability and approval of sufficient funds. The Township reserves the right to cancel the RFQ, reduce the scope of work, or not proceed with an award where sufficient funding is not available or approved.

15. BID AND CONTRACT SECURITY

Bid Security shall accompany the Quotation and shall be in the form of a Certified Cheque, Cash, or Bank Draft made payable to **"The Township of Essa."** Photocopies or facsimiles of Bid Security will not be accepted.

Bid Security shall serve as security for the Respondent's Quotation and, in the case of the successful Respondent, for the execution of the Contract and submission of all required documentation. Upon award of the Contract, the Bid Security of the successful Respondent shall become Contract Security

and shall be retained by the Township as security for the satisfactory performance and completion of the Contract.

Failure to submit the required Bid Security shall result in the Quotation being deemed non-compliant and rejected.

- a. The Bid Security shall be in the amount of **Ten Thousand Dollars (\$10,000.00)**.
- b. The Quotation shall remain irrevocable for a period of sixty (60) Working Days following the Quotation Closing Time.
- c. The Township shall retain the Bid Security of the three (3) lowest-priced Respondents following the public opening. The Bid Security of all other Respondents shall be returned within five (5) Working Days following the public opening date. Following award of the Contract, the Bid Security of the unsuccessful Respondents whose Bid Security was retained shall be returned.
- d. Upon award of the Contract, the Bid Security of the successful Respondent shall become Contract Security and shall be retained by the Township until all Work has been satisfactorily completed and accepted by the Township, all deficiencies have been corrected, and all contractual obligations have been fulfilled. Upon satisfaction of these requirements, the Contract Security shall be returned to the Contractor.
- e. Where the successful Respondent or Contractor fails to execute the Contract, provide the required documentation, satisfactorily perform or complete the Work, correct deficiencies, or otherwise defaults under the Contract, the Township may retain or apply the Bid Security or Contract Security, as applicable, toward any costs, losses, or damages incurred by the Township as a result of such failure or default, without limiting any other rights or remedies available to the Township under the Contract Documents or applicable law.

16. EVALUATION OF QUOTATIONS

Quotations will first be reviewed for compliance with the mandatory requirements of the RFQ. Subject to the Township's Procurement Policy and applicable law, the Contract will normally be awarded to the lowest-priced compliant Respondent that, in the opinion of the Township, is capable of satisfactorily completing the Work.

The Township may consider the Respondent's experience, qualifications, references, available equipment, ability to meet the required schedule, and previous performance with the Township or other municipalities.

The Township reserves the right to reject any or all Quotations, to waive minor irregularities where permitted, and to cancel or reissue the RFQ where it is in the Township's best interests to do so.

17. SCHEDULE OF ITEMS AND UNIT PRICES

The Respondent acknowledges and agrees that the quantities identified in the Schedule of Items and Unit Prices are approximate estimates only and are provided for the purpose of quotation preparation.

The Township reserves the right to increase, decrease, or delete quantities in whole or in part where such quantities are determined not to be required. Payment shall be based on the actual quantities authorized and completed at the applicable unit prices provided in the Quotation Form.

18. CHECKING OF QUOTATIONS

Quotations received will be reviewed by Township staff to ensure compliance with the RFQ Documents, including the following;

- i. The required Bid Security, where applicable, has been properly submitted and meets the requirements of the RFQ Documents.
- ii. The Quotation has been completed in accordance with the RFQ Documents. Any irregularities or non-compliance issues will be addressed in accordance with the provisions of the RFQ Documents.
- iii. All mathematical calculations, including extension and totals, have been accurately completed.
- iv. Where an obvious error is identified in an extended price, the unit price provided in the Quotation Form shall govern and the extended price shall be corrected accordingly based on the estimated quantity.

Where a Respondent fails to provide a required unit price, the Quotation may be deemed non-compliant and subject to rejection. The Township reserves the right to waive minor irregularities in accordance with its Procurement Policy and applicable law.

The Township may, where permitted by its Procurement Policy and applicable law, waive a minor irregularity that does not materially affect the substance of the Quotation or the fairness of the procurement process.

- v. All required items in the Schedule of Items and Unit Prices have been quoted.
- vi. The Respondent has not identified any qualifications, exclusions, or conditions that are inconsistent with the requirements of the RFQ Documents.

Where obvious or patent errors are identified, including misplaced decimal points or similar clerical errors, the Township reserves the right to consider the Respondent's intended meaning when reviewing the quotation.

19. QUOTATION AWARD PROCEDURES

Unless otherwise stated in the RFQ documents, the following procedures shall apply:

- The Township will notify the Successful Respondent that its Quotation has been accepted, within 30 (thirty) days of the Quotation opening.
- Notice of acceptance will be provided in writing. The Township may also provide verbal notification; however, written notice shall constitute the official notice of award.
- Upon receipt of the notice of award, the Successful Respondent shall provide all required documentation, including insurance certificates and any other documents required by the RFQ

Documents, within seven (7) Working Days.

Following receipt and approval of all required documentation, the Township will issue an official Purchase Order or other written authorization to proceed.

20. FIRM UNIT PRICES

All unit prices submitted shall be firm for the duration of the Contract and shall include all labour, materials, equipment, fuel, mileage, supervision, overhead, profit, transportation, delivery, mobilization, demobilization, permits, taxes (excluding HST), and all other costs necessary to complete the Work in accordance with the RFQ Documents. No additional compensation will be paid unless otherwise authorized in writing by the Township.

21. PRICE COMPONENTS

21.1 TAXES

- i. Unless otherwise stated in the Quotation Form, all quoted prices shall exclude Harmonized Sales Tax (HST). HST shall be shown as a separate item on all invoices and will be paid by the Township in accordance with legislation.
- ii. The Respondent shall include in its quoted prices all other applicable taxes, duties, levies, fees, and charges payable in connection with the performance of the Work, excluding HST. Any rebates, credits, or recoveries available to the Respondent shall be reflected in the quoted prices.
- iii. Should there be any legislated increase or decrease in applicable taxes or duties that directly affects the Work during the term of the Contract, the Contract Price may be adjusted accordingly, effective on the date the legislative change comes into force. The Contractor shall promptly notify the Township in writing of any such change and provide supporting documentation.

In the event of a dispute respecting the application of taxes, the matter may be referred to an independent audit firm or other qualified third party mutually acceptable to both parties, whose determination shall be final.

21.2 TRANSPORTATION AND DELIVERY CHARGES

It is the Respondent's responsibility to determine all applicable transportation and delivery requirements associated with the Work.

21.3 NET PRICES

Unless otherwise requested in the Quotation Form, all quoted prices shall be net prices and shall include all transportation, delivery, handling, loading, unloading, fuel, and all other associated costs for delivery to the location(s) specified by the Township.

21.4 FIRM PRICES

All prices shall be quoted in Canadian dollars and shall remain firm and irrevocable for a period of sixty (60) Working Days following the Quotation Closing Time, unless otherwise specified in the RFQ Documents.

22. PRICING (INCLUDING PROVISIONAL ITEMS)

By submitting a Quotation, the Respondent acknowledges and agrees that the Township may evaluate and award the Contract based on the Subtotal Contract Price identified in the Schedule of items and Unit Prices, including any applicable Provisional Items.

The Township reserves the right to, in its sole discretion, to include or exclude any or all Provisional Items from the Contract prior to award. The inclusion or exclusion of Provisional Items shall not invalidate the Quotation or constitute grounds for any claim by the Respondent.

Where provisional Items are included in the Contract, payment shall be made at the applicable unit prices or lump sum prices submitted in the Quotation Form.

23. PROVISIONAL ITEMS AND QUANTITIES

Items listed in the Quotation Form as "Provisional Items", may or may not be required for completion of the Work called for under the Contract. The necessity and/or actual quantities of these items shall be determined by the Township as the Work progresses. Should any of these items be required, the Contractor shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits.

24. PURCHASE ORDER

Goods/Service or Work, as described herein this Contract shall not commence until all of the required documents have been submitted and the agreement executed by the Respondent, to the Public Works Department. For Payment purposes a Purchase Order shall be generated and issued to the Respondent. The terms and conditions of this Contract supersede those of the Purchase Order issued.

25. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Respondent find omissions from or discrepancies in any of the Quotation Documents or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the designated person and office in writing only, without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable a written addendum only will be issued by the Public Works Department. The Addendum(s) shall form part of the Quotation Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Quotation Documents.

In all cases of misunderstanding and disputes, verbal arrangements shall not be considered. The Contractor shall produce written authority in support of its contentions and shall advance no claim in the absence of such the written authority of the Township, for use, or attempt to use any conversation with any parties against the Township or in prosecuting any claim against the Township.

26. PRIVILEGE CLAUSE

The Township reserves the right to reject any or all Quotations, to waive minor irregularities or informalities, and to accept the Quotation that, in the opinion of the Township, is in its best interests,

in accordance with **The Township of Essa Procurement and Acquisition Policy No: A17-01**.

The lowest priced Quotation, or any Quotation, will not necessarily be accepted.

The Township reserves the right to award the Contract in whole or in part, or to award individual items separately, where it is considered to be in the best interests of the Township.

27. ACCEPTANCE OR REJECTION OF QUOTATIONS

The Township reserves the right to reject any or all Quotations, to waive minor irregularities or informalities, and to accept the Quotation that, in the opinion of the Township, is in its best interests. The lowest-priced Quotation, or any Quotation, will not necessarily be accepted.

The Township shall not be liable for any costs, expenses, losses, damages, or liabilities incurred by any Respondent arising from the preparation or submission of a Quotation, the acceptance or rejection of any Quotation, any delay in the award of the Contract, or the cancellation of the RFQ, except as expressly provided in the RFQ Documents.

28. RESPONDENT'S STATEMENT OF UNDERSTANDING

By submitting a Quotation, the Respondent acknowledges that it has carefully reviewed the RFQ Documents, has satisfied itself as to the nature and extent of the Work, and has obtained all information necessary to prepare its Quotation.

The Respondent further acknowledges that, if awarded the Contract, it shall furnish all labour, materials, equipment, tools, supervision, transportation, and all other resources necessary to complete the Work in accordance with the requirements of the RFQ Documents and at the prices submitted in its Quotation

29. REGULATION COMPLIANCE AND LEGISLATION

The Successful Respondent shall ensure that all goods, services, and Work provided under this Contract comply with all application municipal, provincial, and federal statutes, regulations, by-laws, codes, standards, permits, approvals, and orders having jurisdiction over the Work.

Without limiting the generality of the foregoing, the Successful Respondent shall comply with all applicable legislation, including, but not limited to:

- The **Municipal Act, 2001** and its regulations;
- The **Occupational Health and Safety Act** and its regulations;
- The **Environmental Protection Act** and its regulations
- The **Highway Traffic Act** and its regulations;
- The **Workplace Safety and Insurance Act, 1997**, where applicable;
- All applicable Ministry of Transportation requirements; and
- Any other applicable municipal, provincial, or federal legislation governing the performance of the Work.

30. REJECTED COMMODITIES

The Township reserves the right to reject any materials, products, or Work that do not conform to the requirements of the RFQ Documents, specifications, or applicable standards.

The Successful Respondent shall, at its own expense, promptly remove and replace any rejected materials or correct any non-conforming Work within the time period specified by the Township.

Where the Successful Respondent fails to remove rejected materials or correct deficiencies within the required timeframe, the Township may, without further notice, take such action as it considers necessary, including arranging for removal, correction, or disposal. Any costs incurred by the Township as a result shall be recoverable from the Successful Respondent.

Materials or items remaining on Township property after notification and the expiry of the specified timeframe may be considered abandoned and disposed of by the Township without further liability to the Successful Respondent.

31. DELIVERY

All materials, equipment, and services required under the Contract shall be delivered or provided at the locations specified by the Township and in accordance with the schedule and requirements identified in the RFQ Documents.

Deliveries and services shall only be accepted by authorized Township of Essa staff or representatives. The Successful Respondent shall be responsible for ensuring that all deliveries are properly coordinated with the Township and completed in a safe and timely manner.

32. DELIVERY CHARGES

The Successful Respondent shall deliver all materials to the location(s) specified by the Township. All delivery, transportation, loading, unloading, fuel, and other associated charges shall be included in the prices submitted in the Quotation.

All deliveries shall be **F.O.B. Destination**, with all costs prepaid by the Successful Respondent, unless otherwise specified in the RFQ Documents.

33. TERMINATION

The Township reserves the right to terminate the Contract, in whole or in part, by providing written notice to the Successful Respondent where the Successful Respondent:

- Fails to comply with the requirements of the Contract or RFQ Documents;
- Fails to perform the Work in accordance with the Contract requirements;
- Fails to provide materials or services within the required schedule;
- Provides materials that do not meet the specified requirements or quality standards;
- Becomes insolvent, bankrupt, or otherwise unable to fulfill its contractual obligations; or
- Fails to correct deficiencies within the timeframe specified by the Township.

Where the Successful Respondent fails to properly perform the Work or remedy deficiencies after receiving written notice from the Township, the Township may correct the deficiencies

and recover the associated costs from any amounts owing to the Successful Respondent.

The Township may terminate the Contract for convenience by providing thirty (30) days written notice to the Successful Respondent.

Upon termination of the Contract, the Successful Respondent shall be entitled only to payment for acceptable Work completed and materials delivered and accepted by the Township up to the effective date of termination, subject to any amounts owing to the Township.

34. FREEDOM OF INFORMATION

All Quotations submitted to the Township become the property of the Township and are subject to the provisions of the **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**.

Respondents should clearly identify any information contained within their Quotation that they consider to be confidential or proprietary. The Township will make every reasonable effort to protect confidential information in accordance with MFIPPA; however, the Township cannot guarantee confidentiality of any information that may be required to be disclosed under applicable legislation.

35. EMERGENCY CONTACT INFORMATION

Prior to commencing the Work, the Successful Respondent shall provide the Township with the name(s) and telephone number(s) of a representative(s) who can be contacted on a twenty-four (24) hour basis in the event of an emergency during the term of the Contract.

The Successful Respondent shall ensure that the emergency contact information remains current throughout the duration of the Contract and shall notify the Township promptly of any changes.

36. BRIBERY, COLLUSION, AND FRAUD

The Respondent shall not offer, give, or provide any gratuity, payment, benefit, or inducement to any elected official, employee, agent, or representative of the Township for the purpose of influencing the evaluation, award, or administration of the Contract.

The Township reserves the right to reject any Quotation or terminate any Contract where it determines that a Respondent or Successful Respondent has engaged in bribery, fraud, collusion, or any other improper conduct in connection with the RFQ process or the performance of the Contract.

The Township may pursue any other rights or remedies available at law or under the Contract Documents.

37. EXAMINATION OF THE PLACE OF THE WORK

Respondents are responsible for satisfying themselves, through review of the RFQ Documents and, where applicable, a site visit, as to the existing conditions that may affect the performance of the Work.

Respondents shall familiarize themselves with all conditions at the delivery and work locations, including but not limited to:

- Existing surface conditions;
- Access routes and site accessibility;
- Existing structures, facilities, and site constraints;
- Above-ground and underground utilities and services; and
- Any other conditions that may affect the execution, delivery, or completion of the Work.

By submitting a Quotation, the Respondent acknowledges that it has reviewed the RFQ Documents, has obtained all information necessary to prepare its Quotation and has satisfied itself regarding the conditions that may affect the performance of the Work.

No additional claims will be considered based on the Respondent's failure to investigate, identify, or become familiar with conditions that could reasonably have been identified prior to submitting its Quotation.

The Respondent shall be responsible for any errors, omissions, or misunderstandings relating to the requirements of the RFQ Documents, the Work, or existing site conditions.

38. LITIGATION

The Township shall not accept, award, or extend any Contract to any Respondent or any other party (including related or affiliated entities and any principal thereof) that is involved in unresolved litigation with the Township, subject to the following exceptions:

- a) Where there is only one Respondent and the Chief Administrative Officer has approved the award;
- b) In the case of an emergency purchase as permitted under the Township's Procurement Policy;
- c) Where there is a legal obligation on the part of the Township to enter into the Contract; or
- d) Where the proposed Contract is pursuant to an inter-municipal or cooperative agreement and another public agency is a party to the Contract and has approved the award.

Notwithstanding the Township's efforts to identify Respondents involved in unresolved litigation, the Township reserves the right to reject any Quotation submitted by a Respondent who is found to be subject to this provision.

39. TOWNSHIP NOT EMPLOYER

The Respondent acknowledges and agrees that the Township of Essa shall not be considered the employer of the Successful Respondent or any of its employees, agents, subcontractors, or personnel in connection with the Work performed under the Contract.

The Successful Respondent shall be solely responsible for the direction, supervision, compensation, and control of its employees, agents, subcontractors, and personnel, and shall comply with all applicable employment, health and safety, and labour legislation.

Where applicable under the Occupational Health and Safety Act and its regulations, the Successful Respondent acknowledges its responsibilities and obligations as the employer, constructor, or other applicable workplace party as defined under the legislation.

40. WORKING LANGUAGE

The official working language of the Township of Essa is English. All Quotations, submissions, correspondence, and other communications related to this RFQ shall be provided in English.

41. ERRORS AND OMISSIONS

No oral interpretation, instruction, or clarification provided by the Township or its representatives shall be binding or effective to modify any provision of the RFQ Documents. Any change, clarification, correction, or amendment to the RFQ Documents shall be issued in writing by the

Township through an Addendum. All Addenda issued shall form part of the RFQ

Documents and shall be considered in the preparation of Quotations.

42. SET OFF CLAUSE

The Respondent acknowledges and agrees that any amounts owing to the Township by the Respondent may, at the Township's discretion, be set off against any amounts payable by the Township to the Respondent under this Contract or any other agreement.

Such amounts may include, but are not limited to, outstanding property taxes, penalties, interest, fees, charges, or any other amounts owing to the Township at the time payment becomes due to the Respondent.

43. PURCHASING PREFERENCE POLICY

Where permitted under the Township of Essa's Procurement Policy, the Township may give preference to Respondents located within the Township of Essa where Quotations are otherwise considered equivalent in price, quality, delivery, compliance, and overall value.

Any local preference shall only be applied where there is no additional cost or disadvantage to the Township or Township taxpayers.

44. ACCESSIBILITY

The Successful Respondent shall comply with all applicable requirements of the **Accessibility for Ontarians with Disabilities Act, 2005 (AODA)** and its regulations, including all applicable accessibility standards relating to the provision of goods, services, and customer service.

The Successful Respondent shall ensure that all employees, agents, subcontractors, and other individuals providing services on behalf of the Township are trained as required by applicable legislation, including training on:

- a. Interacting and communicating with persons with various types of disabilities;
- b. Providing services to persons who use assistive devices, require the assistance of a
- c. Service animal, or require the support of a support person;
- d. Applicable accessibility practices, policies, and procedures relating to the provision of accessible goods and services; and
- e. Recognizing and responding to situations where a person with a disability may experience difficulty accessing services.

The Township may request documentation confirming compliance with applicable accessibility training requirements, including training policies, procedures, records, or other supporting information, prior to the commencement of Work or at any time during the Contract.

45. ALTERATIONS AND AMENDMENTS

The Township reserves the right to make changes to the Work, including additions, reductions, or

deletions, where such changes are considered necessary by the Township.

No change to the scope, quantity, or requirements of the Work shall be undertaken by the Successful Respondent without prior written authorization from the Township.

Where a change affects the Contract Price or completion requirements, the change shall be documented in writing and agreed upon by the Township and the Successful Respondent prior to the commencement of the additional or revised Work.

Any approved change that affects the Contract Price, quantities, or completion requirements shall be documented in writing and shall identify the revised Work, applicable pricing adjustments, and any changes to the Contract requirements.

Except as specifically amended in writing, all other terms, conditions, and obligations of the Contract shall remain unchanged and in full force and effect.

46. CONTRACT CHANGE ORDERS

The Successful Respondent shall notify the Township in writing of any proposed modifications to the scope of Work, delivery requirements, quantities, or schedule that may impact the Contract Price or completion requirements.

No additional Work, changes, or modifications that may result in additional costs shall be undertaken without prior written authorization from the Township.

Where a change is approved by the Township, the change shall be documented through a written Change Order or other written authorization issued by the Township. The Change Order shall identify the nature of the change, any applicable adjustment to the Contract Price, and any changes to delivery or completion requirements.

Except as specifically amended by an approved Change Order, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

47. COMPLETION

Time shall be of the essence for the delivery of all goods, materials, and services required under the Contract.

The Successful Respondent shall complete all deliveries and required Work within the timelines specified in the RFQ Documents, Quotation, or as otherwise directed by the Township.

The Successful Respondent shall immediately notify the Township in writing of any anticipated delay that may affect delivery, completion, or performance of the Work and shall provide details of the cause of the delay and the proposed corrective action.

48. DAMAGE OF VEHICLES AND OTHER EQUIPMENT

If, in the opinion of the Township, damage is being caused or is likely to be caused to any municipal road, highway, roadway, structure, or improvement as a result of the Successful Respondent's

vehicles, equipment, operations, or methods of operation, the Successful Respondent shall, upon written direction from the Township and at its own expense, take all necessary measures to prevent

further damage.

Such measures may include, but are not limited to, modifying or replacing vehicles or equipment, adjusting loading practices, reducing loads, changing delivery methods, or implementing other corrective actions acceptable to the Township.

The Successful Respondent shall be responsible for any damage caused by its vehicles, equipment, employees, or operations and shall repair or reimburse the Township for such damage as required.

49. LOADING OF MOTOR VEHICLES

Where a vehicle is used to transport materials under this Contract on a public highway and requires registration under applicable legislation, the Successful Respondent shall ensure that the vehicle is not loaded beyond the legal limits established under the **Highway Traffic Act** and its regulations.

The Successful Respondent shall be responsible for ensuring that all vehicles used in connection with the Work, whether owned, leased, or operated by the Successful Respondent or its subcontractors, comply with all applicable weight restrictions, licensing requirements, and transportation regulations.

The Township shall not be responsible for any fines, penalties, damages, or costs arising from overloading or non-compliance with applicable transportation legislation.

50. DAMAGE CLAIMS

The Successful Respondent shall be responsible for all damages, losses, or claims arising from the acts, omissions, negligence, or operations of the Successful Respondent, its employees, agents, subcontractors, or any person under its control in connection with the performance of the Work.

The Successful Respondent shall be responsible for any damage caused by its vehicles, equipment, materials, or methods of operation, including damage to municipal property, roads, infrastructure, or third-party property.

The Successful Respondent shall indemnify and hold harmless the Township from and against all claims, demands, losses, damages, liabilities, and expenses arising from such acts or omissions, including reasonable legal costs incurred by the Township in responding to such claims.

51. INDEMNIFICATION

The Successful Respondent shall indemnify and save harmless the Township, its elected officials, officers, employees, agents, and representatives from and against all actions, causes of action, claims, demands, losses, damages, liabilities, costs, and expenses arising out of or in connection with:

- a. Any breach, violation, or non-performance of the Contract by the Successful Respondent;
- b. Any act, omission, negligence, or willful misconduct of the Successful Respondent, its
- c. employees, agents, subcontractors, or any person for whom it is responsible;

- d. Any injury, death, or damage to property arising from or in connection with the performance of the Work; or
- e. Any failure by the Successful Respondent to comply with applicable legislation, regulations, permits, or requirements governing the Work.

The Successful Respondent's obligations under this section shall apply to claims made by the Township, the Successful Respondent's employees or subcontractors, or any third party, to the

extent arising from the acts or omissions of the Successful Respondent or those for whom it is responsible.

This indemnification obligation shall survive the completion or termination of the Contract.

52. HEALTH AND SAFETY

The Successful Respondent shall be responsible for the health and safety of its employees, subcontractors, agents, and all other persons under its control while performing the Work and shall comply with the **Occupational Health and Safety Act (OHSA)** and all applicable regulations.

The Successful Respondent shall comply with all applicable health and safety requirements, policies, procedures, and directions of the Township while working on Township property or performing Work under the Contract.

Where the Work constitutes a construction project under the OHSA, the Successful Respondent shall assume and fulfill all applicable duties and responsibilities of the **Constructor**, as defined under the OHSA, including the requirements of Section 23 and any other applicable provisions of the Act and its regulations.

Where required by the OHSA, the Successful Respondent shall file a Notice of Project with the Ministry of Labour, Immigration, Training and Skills Development and shall post the Notice of Project at the workplace.

The Successful Respondent shall provide the Township with copies of any required health and safety documentation upon request.

53. LAWS AND REGULATIONS

The Successful Respondent shall comply with all applicable federal, provincial, and municipal statutes, laws, regulations, by-laws, ordinances, standards, permits, licences, orders, and requirements in effect during the term of the Contract and applicable to the performance of the Work.

The Successful Respondent shall obtain and maintain, at its own expense, all permits, licences, registrations, approvals, and authorizations required for the performance of the Work.

The Successful Respondent shall not perform, or permit to be performed, any act that violates any applicable law, regulation, by-law, permit, licence, or order. If the Township advises the Successful Respondent of any non-compliance, the Successful Respondent shall immediately take all necessary steps to cease, correct, and remedy the non-compliance.

The Successful Respondent shall be responsible for all costs, penalties, fines, or other

consequences arising from its failure, or the failure of its employees, agents, or subcontractors, to comply with applicable laws and regulations.

Where applicable, all materials, equipment, vehicles, and methods used in performing the Work shall comply with applicable Canadian Standards Association (CSA) standards and approvals.

54. ENVIRONMENTAL CONSIDERATIONS

The Successful Respondent shall comply with all applicable federal, provincial, and municipal environmental legislation, regulations, by-laws, permits, approvals, and requirements in effect during the term of the Contract.

The Successful Respondent shall conduct the Work in a manner that minimizes adverse impacts to the environment and shall be responsible for the proper handling, transportation, storage, and disposal of materials associated with the Work in accordance with all applicable requirements.

The Successful Respondent shall immediately notify the Township of any environmental incident, spill, release, or other condition that may adversely affect the environment and shall take all reasonable and necessary measures to contain, report, investigate, and remediate the incident as required by applicable legislation and the Township.

Any changes to the Work or Contract requirements resulting from a change in legislation or regulatory requirements after the Quotation Closing Date shall be addressed in accordance with the Contract's provisions regarding changes and amendments.

55. NON-WAIVER

No failure, delay, or omission by the Township to enforce or exercise any right, remedy, or provision of the Contract shall constitute or be deemed to constitute a waiver of that right, remedy, or provision.

No waiver by the Township of any breach, default, or non-compliance by the Successful Respondent shall be effective unless provided expressly and in writing. Any waiver shall apply

only to the specific breach or circumstance identified in the written waiver and shall not constitute a waiver of any subsequent or continuing breach, default, or non-compliance.

If the Township performs, arranges for, or causes to be performed any Work that is the responsibility of the Successful Respondent, such action shall not relieve the Successful Respondent of its obligations under the Contract. The Township may recover any costs incurred in performing or arranging for such Work from the Successful Respondent.

56. NON-ASSIGNMENT

The Successful Respondent shall not assign, transfer, or otherwise dispose of the Contract, or any rights or obligations under the Contract, without the prior written consent of the Township.

Any consent provided by the Township shall not relieve the Successful Respondent of any obligations, liabilities, or responsibilities under the Contract. The Township may grant or withhold consent at its sole discretion.

The Successful Respondent shall remain fully responsible for the performance of the Work and for the acts, omissions, and obligations of any subcontractors, agents, or other parties engaged by the Successful Respondent in connection with the Contract.

57. MEETINGS

Where meetings are required by the Township, the Successful Respondent shall ensure that its representative(s) attending such meetings are knowledgeable regarding the Work, delivery requirements, and matters to be discussed.

The Successful Respondent's representative(s) shall have sufficient authority to discuss and address operational matters, provide required information, and coordinate the performance of the Work. Any commitments, changes, or decisions affecting the Contract scope, price, or obligations shall be subject to written approval in accordance with the Contract requirements.

58. W.H.M.I.S. REQUIREMENTS (IF APPLICABLE)

Where applicable, the Successful Respondent shall provide all required supplier labels and Safety Data Sheets (SDS) for any hazardous or controlled products supplied under the Contract, in accordance with the requirements of the **Workplace Hazardous Materials Information System (WHMIS)** and applicable legislation.

Any controlled or hazardous products supplied without the required labels or Safety Data Sheets shall not be accepted by the Township. The Successful Respondent shall be responsible for the removal, replacement, and any associated costs related to non-compliant products.

59. DEFECTIVE OR UNSUITABLE

Materials supplied under this Contract that are determined by the Township to be defective, damaged, contaminated, or unsuitable for their intended purpose shall be rejected and removed or replaced by the Successful Respondent at no additional cost to the Township.

The Township may require the Successful Respondent to remove and replace rejected materials, whether located at the delivery location, work site, or in storage.

Rejected materials shall be replaced with materials meeting the requirements of the RFQ Documents, or the Township may require a refund or credit for the rejected materials, at the Township's discretion.

The Successful Respondent shall be responsible for all costs associated with the removal, replacement, or disposal of defective or unsuitable materials. No restocking, handling, or other additional charges shall apply.

60. TOWNSHIP OF ESSA PROCUREMENT POLICY # A17-01

All Respondents are responsible for reviewing, understanding, and complying with the Township of Essa Procurement Policy #A17-01, as amended from time to time.

The Procurement Policy forms part of the Township's procurement requirements and is available upon request from the Township.

61. TOWNSHIP OF ESSA PAYMENT TERMS

The Township of Essa's standard payment terms are thirty (30) days from receipt of a properly submitted invoice and confirmation of satisfactory delivery of the goods and/or completion of the Work.

Invoices shall be submitted in accordance with the requirements specified by the Township and shall include sufficient detail to verify the goods supplied and/or services performed.

62. PAYMENT

Payment at the Contract Price shall constitute full compensation for the supply, delivery, handling, and completion of all goods and services required under the Contract, including all labour, equipment, materials, transportation, and other costs necessary to fulfill the requirements of the RFQ Documents.

Payment shall only be made for goods and services satisfactorily supplied and accepted by the Township of Essa.

63. THE INVOICE SHALL SHOW

All invoices submitted to the Township shall include the following information:

- The Township Purchase Order Number;
- The Contract or RFQ reference number, where applicable;
- The delivery date(s);
- A description of the goods and/or services supplied;
- Quantities delivered and applicable unit prices;
- Any applicable taxes and charges; and
- Any other information reasonably required by the Township to verify the invoice.

Invoices shall be submitted to the attention of the designated Township representative identified in the Contract or Purchase Order at the following address:

**The Corporation of the Township of Essa, Public Works Department
5786 County Road 21 Utopia, ON
L0M 1T0**

Invoices that do not contain the required information may be returned to the Successful Respondent for correction, and payment timelines shall commence upon receipt of a properly completed invoice.

64. EVALUATION OF PERFORMANCE

Upon completion of the Contract, the Township may complete an evaluation of the Successful Respondent's performance. The evaluation may include, but is not limited to, compliance with Contract requirements, quality of goods and/or services provided, delivery performance, communication, and overall contract administration.

A copy of the evaluation may be provided to the Successful Respondent upon request and shall be retained in the Township's records.

Performance evaluation information may be considered by the Township when assessing future

procurement opportunities and may be provided as a reference where requested, subject to applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

By submitting a Quotation, the Successful Respondent acknowledges and agrees that the Township may maintain and use such performance information for legitimate procurement purposes.

65. REPORTING

The Successful Respondent may be required to provide the Township with contract utilization reports or other information related to the performance of the Contract.

Where requested, reports may include, but are not limited to, quantities supplied, delivery dates, delivery locations, invoicing information, and other information reasonably required by the Township to monitor Contract performance.

Any requested reports shall be submitted to the Township representative identified in the Contract or Purchase Order within five (5) business days of the request, unless otherwise agreed upon by the Township.

66. CONFLICT OF INTEREST

Each Respondent, in their Quote submission, shall declare on a separate sheet of paper, all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. Failure to comply with this requirement may render the Quote non-compliant and shall cause the Quote to be rejected. The Township reserves the right to disqualify from further consideration Quotes which in the Township's opinion demonstrate a conflict of interest.

Any actual or potential situation that may be interpreted as either a conflict of interest or a potential conflict of interest arising during the Term of Contract must be reported immediately to the Township's project manager. Any failure to advise the Township may result in termination of the Contract by the Township.

67. CONFIDENTIALITY

The Successful Respondent shall maintain confidentiality of all confidential information provided by, or obtained from, the Township in connection with the Quotation process and the performance of the Contract.

The Successful Respondent shall not disclose, reproduce, or use any confidential information for any purpose other than the performance of the Contract without the prior written consent of the Township.

All records, documents, information, and materials provided by the Township to the Successful Respondent shall remain the property of the Township and shall be returned or disposed of as directed by the Township upon completion or termination of the Contract.

The obligations of confidentiality contained herein shall survive the completion or termination of the Contract. Any breach of this requirement may result in corrective action, termination of the Contract, and any other remedies available to the Township.

68. PIGGYBACK OPTION

The Township reserves the right, at its sole discretion, to permit other public sector agencies or cooperative purchasing members to utilize the terms, conditions, and pricing established under this Contract.

Any such arrangement shall be subject to mutual agreement between the Successful Respondent and the participating public agency, and shall not alter the Township's rights, obligations, or responsibilities under the Contract.

The Successful Respondent shall not be obligated to supply goods or services to any additional public agency unless mutually agreed upon by the Successful Respondent and that agency.

69. CONTRACTORS OPERATIONS

The Successful Respondent shall ensure that all operators, drivers, employees, and subcontractors engaged in the performance of the Work are competent, properly trained, and qualified to perform their assigned duties.

All operators shall possess the applicable licences, certifications, and qualifications required by law and shall be capable of safely operating the vehicles and equipment used to perform the Work. The Successful Respondent shall ensure that all drivers maintain acceptable driving records and comply with all applicable transportation legislation and safety requirements.

The Successful Respondent shall ensure that operators are familiar with the Work requirements, delivery procedures, and assigned routes to minimize delays and ensure efficient completion of the Work.

All employees, operators, and subcontractors representing the Successful Respondent shall conduct themselves in a professional and courteous manner while performing Work for the Township and shall avoid conflicts or inappropriate interactions with Township staff, residents, and members of the public.

70. INSURANCE

The Successful Respondent shall, at its own expense, obtain and maintain insurance coverage throughout the term of the Contract with insurers acceptable to the Township and shall provide evidence of such insurance prior to commencing the Work.

The Successful Respondent shall maintain, at a minimum, the following insurance:

Commercial General Liability Insurance

Commercial General Liability Insurance on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, including the Township of Essa, The Corporation of the Township of Essa, The Corporation of the County of Simcoe, and the Township's consultants, where applicable, as additional insureds with respect to the Successful Respondent's operations, acts, and omissions in connection with the Contract.

Coverage shall include, but not be limited to:

- bodily injury and personal injury liability;

- property damage liability;
- non-owned automobile liability;
- blanket contractual liability;
- products and completed operations liability; and cross liability and severability of interest provisions

Automobile Liability Insurance

Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) covering all licensed vehicles owned, leased, or operated by the Successful Respondent or its subcontractors in connection with the performance of the Work.

The Successful Respondent shall be responsible for the payment of all deductibles applicable under its insurance policies.

The Successful Respondent shall provide proof of insurance prior to commencing the Work and shall provide updated evidence of insurance upon renewal of any policy during the term of the Contract.

The insurance policies shall provide, where available, for not less than thirty (30) days' prior written notice to the Township of cancellation, material change, or reduction in coverage.

The Township reserves the right to require additional insurance coverage or increased limits where reasonably necessary based on the nature of the Work.

71. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Successful Respondent shall provide the Township with a valid Workplace Safety and Insurance Board (WSIB) Clearance Certificate prior to the commencement of the Contract and shall provide updated clearance certificates upon request during the term of the Contract.

The Successful Respondent shall ensure that all required WSIB assessments and obligations for which it and any subcontractors are responsible have been paid and that all parties remain in good standing with the Workplace Safety and Insurance Board throughout the term of the Contract.

Where the Successful Respondent is classified by the WSIB as an independent operator or is not required to maintain WSIB coverage, the Successful Respondent shall provide written confirmation from the WSIB confirming its status, including any applicable account or identification number.

The Successful Respondent shall be responsible for ensuring that any subcontractors engaged in the performance of the Work comply with applicable WSIB requirements.

Where the Successful Respondent or any subcontractor is classified by the Workplace Safety and Insurance Board (WSIB) as an Independent Operator and is not required to maintain mandatory WSIB coverage, the Independent Operator shall provide proof of optional WSIB coverage or Employer's Liability insurance coverage, as applicable.

Proof of such coverage shall be provided to the Township prior to commencement of the Work and upon request during the term of the Contract.

72. INCIDENTS

The Successful Respondent shall immediately report any incident, complaint, or occurrence involving members of the public, Township property, or Township operations to the Public Works Department.

Vehicle collisions, personal injuries, environmental incidents, spills, and any damage to public or private property arising from the performance of the Work shall be reported immediately, without exception, to the Manager of Public Works or designate.

The Successful Respondent shall be responsible for all damages, losses, or costs arising from the acts, omissions, negligence, or misconduct of the Successful Respondent, its employees, agents, or subcontractors in connection with the performance of the Work.

The Successful Respondent's supervisor shall immediately report any spill or release of materials, including liquid or solid materials, to the Township. Where a spill involves hazardous materials, the

Successful Respondent shall take immediate action to contain the spill in accordance with applicable legislation, safety procedures, and emergency response requirements, and shall notify the Township so that appropriate action may be taken.

The Successful Respondent shall provide any additional information, reports, or documentation requested by the Township regarding any incident related to the Contract.

73. FORCE MAJEURE

The Successful Respondent shall not be held responsible for delays in the performance of the Work caused by events beyond its reasonable control, including but not limited to labour disputes, strikes, lockouts, fire, natural disasters, acts of government, or other events that could not reasonably have been anticipated or prevented.

The Successful Respondent shall provide written notice to the Township as soon as reasonably possible after becoming aware of any event that may affect its ability to perform the Work, including details of the cause, expected duration, and proposed mitigation measures.

Where the Township determines that a delay qualifies as a Force Majeure event, the delivery schedule may be extended for a reasonable period equal to the delay directly attributable to the event.

Force Majeure shall not include delays caused by the Successful Respondent's lack of planning, insufficient resources, equipment failure, subcontractor issues, supplier delays, or other circumstances within the Successful Respondent's reasonable control.

1. SCOPE OF WORK

The Corporation of the Township of Essa (the “Township”) is requesting Quotations from qualified proponents (the “Respondent”) to supply, deliver, mix, and stockpile approximately **13,000 tonnes of winter sand** at the Township’s Roads Yard located at **5654 County Road 21**.

The Work shall include, but shall not be limited to:

- Supplying approximately 13,000 tonnes of winter sand suitable for use as winter road maintenance material and meeting the requirements of this RFQ;
- Loading and transporting the winter sand to **5654 County Road 21 (Roads Yard)**;
- Receiving and handling approximately 1400 tonnes of treated road salt supplied by the Township;
- Mixing the winter sand with the treated road salt in accordance with the Township’s requirements;
- Loading, moving, and stockpiling the mixed winter sand and treated road salt within the designated sand storage building at the Roads Yard;
- Providing all labour, supervision, equipment, transportation, fuel, and incidental services necessary to complete the Work;
- Maintaining the work area in a safe and orderly condition throughout the Work; and Completing all other work reasonably required to provide the finished product in accordance with the requirements of the Township.

The quantities identified in this Scope of Work are approximate. The Township does not guarantee any minimum quantity of winter sand or treated road salt to be supplied, transported, mixed, or stockpiled. Actual quantities may vary based on the Township’s requirements.

The Contractor shall be responsible for determining the equipment, manpower, transportation requirements, and methods necessary to safely and efficiently complete the Work.

By signing and submitting the attached Quotation, the Respondent certifies that they have reviewed the quotation documents, are familiar with the nature and extent of the Work, have satisfied themselves as to the conditions under which the Work is to be performed, and have raised any questions or concerns regarding their ability to perform the Work prior to submitting the Quotation.

The Contractor shall be responsible for all Work reasonably required to complete the services described in this Scope of Work, whether or not each individual activity is specifically identified herein.

2. LOCATION OF WORK

The Work shall be performed at the following location:

- **5654 County Road 21, Township of Essa – Roads Yard**

The Contractor shall familiarize themselves with the site conditions, available access, storage facilities, operating areas, and any other conditions that may affect the completion of the Work prior to submitting their Quotation.

The Contractor shall coordinate all deliveries and Work activities with the Township to minimize interference with the normal operations of the Roads Yard.

3. GENERAL WORK

Wherever the words “**Contract Administrator**” appear in the quotation documents, they shall also mean “**and/or the Township of Essa**”, as applicable.

The Contractor shall perform the Work in accordance with the requirements of the quotation documents and any written direction issued by the Contract Administrator or the Township.

The Contractor shall provide all labour, supervision, equipment, machinery, transportation, fuel, materials, and incidental services necessary to complete the Work, unless specifically identified as being supplied by the Township.

The Respondent shall be responsible for reviewing the site prior to submitting their Quotation and shall satisfy themselves as to all conditions that may affect the Work, including, but not limited to:

- Access to and within the Roads Yard;
- Available space for unloading, mixing, handling, and stockpiling;
- Conditions within and around the sand storage building;
- Equipment access and operating requirements;
- Loading and unloading requirements;
- Coordination with Township staff and Roads Yard operations; and
- Any other conditions that may affect the completion of the Work.

The quantities identified in the Schedule of Items and Unit Prices are estimates based on the Township’s anticipated requirements. The Respondent shall satisfy themselves as to the suitability of the estimated quantities for the purpose of preparing their Quotation. Payment shall be based on the actual quantities completed and accepted by the Township at the applicable quoted unit prices.

The prices quoted for the Work shall include full compensation for all labour, equipment, materials, transportation, fuel, loading, unloading, mixing, handling, stockpiling, supervision, and all other costs necessary to complete the Work in accordance with the quotation documents.

The Contractor shall coordinate their Work with the Township and shall not interfere unnecessarily with the normal operations of the Roads Yard.

The Contractor shall maintain safe access for Township personnel and equipment throughout the duration of the Work. The Contractor shall comply with all applicable occupational health and safety requirements and shall ensure that all equipment and operations are conducted in a safe manner.

The Contractor shall be responsible for maintaining the work area in a clean and orderly condition and shall promptly remove any excess material, debris, or waste generated as a result of their operations.

The Contractor shall take all reasonable precautions to prevent damage to the Township’s property, buildings, equipment, vehicles, and existing infrastructure. Any damage caused by the Contractor, its employees, agents, or subcontractors shall be repaired or replaced by the Contractor at their expense to the satisfaction of the Township.

The Contractor shall be responsible for the care and protection of the Work and materials supplied by the Contractor until the Work has been completed and accepted by the Township.
The Contractor shall immediately notify the Township of any condition, deficiency, damage, or

circumstance encountered during the Work that may affect the safe or proper completion of the Work.

No additional compensation shall be made for work that is reasonably necessary to complete the requirements of the quotation documents and that could reasonably have been anticipated by the Contractor prior to submitting their Quotation.

4. SCHEDULE OF WORK

The Township will coordinate and schedule the Work with the successful Contractor following the award of the Quotation. The Contractor shall make all necessary arrangements to ensure that the Work is completed by **October 23, 2026**, unless otherwise agreed to in writing by the Township.

The Contractor shall provide the Township with a minimum of **forty-eight (48) hours' advance notice** prior to commencing any Work, including the delivery of winter sand, mixing operations, or stockpiling activities.

The Contractor shall coordinate the timing of the Work with the Township to ensure that the Roads Yard remains operational and that the Work does not unnecessarily interfere with Township operations. The Contractor shall provide sufficient labour, equipment, operators and resources to complete the Work within the required timeframe.

The Contractor shall coordinate its operations with the Township to ensure that Roads Yard operations remain functional and that access for Township staff, vehicles and equipment is maintained.

The Contractor shall be responsible for providing sufficient labour, equipment, and resources to meet the required completion date.

5. DRAWINGS

Not Applicable

6. GRADATION OF SAND

Screened winter sand supplied under this Quotation shall comply with the material requirements of **OPSS 1004 – Aggregates – Miscellaneous**, including Section 1004.05.08 and Table 9, as applicable to winter sand.

The winter sand shall be screened and processed such that the material conforms to the following gradation requirements:

Gradation Requirements for Winter Sand

Sieve Size	Gradation (LS-602), Percent Passing
9.5 mm	100.0 (Note 1)
6.7 mm	97 - 100
4.75 mm	90 - 100
2.36 mm	50 - 95
1.18 mm	20 - 90
600 µm	0 - 70
300 µm	0 - 35
150 µm	0 - 15
75 µm	0 - 5.0

Notes:

1. In addition to LS-602, to be confirmed by visual inspection of the stockpile.
2. The minimum size of the test sample shall be 5 kg. Following oven drying, the sample shall be sieved on the 9.5 mm, 6.7 mm, and 4.75 mm sieves. Material passing the 4.75 mm sieve shall be split to an appropriate size according to LS-602 for subsequent washing and fine sieving. The final grading shall be calculated according to LS-602 as the percentage of material passing each sieve based on the total mass of the oven dried sample.

7. WINTER SAND SUPPLY AND DELIVERY

Payment for the supply and delivery of screened winter sand shall be made on a **per metric tonne basis of screened winter sand** delivered to the Township's Roads Yard and accepted by the Township. The unit price shall include all costs associated with supplying, screening, loading, weighing, transporting, unloading, and handling the winter sand.

The Contractor shall provide all trucks and transportation equipment required to transport and deliver the screened winter sand to the **Township's Roads Yard at 5654 County Road 21**. Tandem trucks, tri-axle trucks, and tractor-trailer combinations are permitted, provided that the equipment is suitable for the site conditions and capable of safely completing the Work.

The Contractor shall deliver the screened winter sand to the designated area on the south side of the sand storage building, or to such other location as directed by the Township. The Contractor shall ensure that all winter sand is delivered without contamination or excessive loss during transportation.

The Contractor shall be responsible for ensuring that all weighing equipment used to determine the quantity of winter sand delivered is properly calibrated, certified, and maintained in good working condition.

The Township reserves the right to verify delivered quantities through its own weighing or measurement procedures. Where a discrepancy exists between the Contractor's reported quantity and the Township's verified quantity, the Township's measurement shall be used for payment purposes unless otherwise agreed to in writing.

The Contractor shall ensure that all vehicles used for the Work are properly licensed, insured, maintained, and suitable for the intended use.

8. SAND/SALT MIXING AND STOCKPILING

Payment for sand/salt mixing and stockpiling shall be made on a per metric tonne basis of winter sand mixed (excluding Township-supplied treated road salt) and stockpiled within the designated sand storage building. The quantity payable shall be based on the actual quantity of winter sand mixed and shall exclude the weight of Township-supplied treated road salt.

All weighing equipment used to determine quantities for payment shall be properly calibrated, certified, and maintained in good working condition.

The Township will supply the treated road salt required for the mixing operation. The salt will be available at the Roads Yard for use by the Contractor.

The Contractor shall provide all labour, equipment, operators, supervision, and incidental services necessary to continuously feed, mix, convey, and stockpile the winter sand/salt mixture.

The following requirements shall apply:

- The required mixing ratio shall be 10% treated road salt by mass, calculated based on the mass of winter sand being mixed, unless otherwise directed by the Township.
- The Contractor shall be sufficiently equipped to process, mix, and stockpile a minimum of **3,000 tonnes of completed material per day** while mixing and stockpiling operations are underway.
- The Contractor shall maintain a steady and continuous flow of material to the mixing operation sufficient to achieve the required minimum production rate.
- The Contractor shall ensure that sufficient material is available at the mixing operation prior to commencing production to avoid unnecessary interruptions or delays.
- The Contractor shall supply a front-end loader equipped to feed material to the mixing equipment at a rate sufficient to achieve a minimum production rate of **3,000 tonnes per day**.
- The Contractor-supplied front-end loader shall have a minimum **5 cubic yard bucket** and shall be capable of safely reaching and dumping material to a height of **3.35 metres (11 feet)**, or the Contractor shall provide suitable ramping or other means to safely achieve the required operational height.
- The Contractor shall supply stacking/conveying equipment capable of handling a minimum of **3,000 tonnes per day** and of sufficient length and capacity to effectively stockpile the material within the Township's sand storage building.
- The Contractor shall supply qualified and competent operator(s) for all Contractor-supplied equipment.
- All Contractor-supplied equipment shall be suitable for the intended operation, properly maintained, and operated in accordance with applicable legislation and manufacturer requirements.

Dual-Hopper Mixing Equipment

The Township will arrange and pay for the **Dual-Hopper Mixer Contractor**. All sand and salt shall be mixed through the supplied Dual-Hopper Mixer.

The Contractor shall coordinate and cooperate fully with the Dual-Hopper Mixer Contractor and shall provide the necessary equipment, operators, and material flow to ensure that the mixing operation can proceed continuously and efficiently.

The Contractor shall coordinate the operation of the front-end loader, Dual-Hopper Mixer, and stacking equipment to maintain the required production rate and avoid interruptions to the mixing operation.

Stockpiling Requirements

The Contractor shall stockpile the completed sand/salt mixture within the Township's designated sand storage building.

The stockpile shall be constructed in a safe and orderly manner and shall make maximum practical use of the available storage capacity while maintaining the required clearances.

The following requirements shall apply:

- Material along the **outer edges of the stockpile shall not exceed the height of the existing concrete walls.**
- The peak or cone of the stockpile shall **not contact or interfere with the roof trusses or other structural components of the building.**
- The Contractor shall maintain sufficient clearance from the roof trusses and other building components to prevent damage.
- The Contractor shall ensure that the finished stockpile is stable and does not create a hazard to Township personnel, equipment, or the building.
- The final placement and configuration of the stockpile shall be to the satisfaction of the **Township Roads Supervisor or their designate.**
- The Contractor shall comply with any reasonable direction from the Roads Supervisor or their designate regarding the location, height, configuration, or placement of the stockpile.

The Contractor shall be responsible for any damage to the storage building, equipment, or other Township property resulting from the Contractor's operations, including damage caused by improper stockpile placement or operation of Contractor-supplied equipment.

9. MATERIALS SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all materials identified in the quotation documents as being the responsibility of the Contractor. All materials supplied by the Contractor shall comply with the specifications and quality requirements set out in this Quotation.

The Contractor shall be responsible for ensuring that the winter sand supplied meets all specified gradation, quality, and material requirements prior to delivery to the Township's Roads Yard.

The Contractor shall not substitute, alter, or provide alternative materials from those specified without the prior written approval of the Contract Administrator.

Where the Contractor proposes an alternative material, the Contractor shall provide sufficient information, specifications, test results, and other documentation requested by the Township to demonstrate that the proposed alternative material meets or exceeds the requirements of the specified material.

No substitution shall be made without the written approval of the Contract Administrator. If an alternative material is not approved, the Contractor shall supply the material specified in the quotation documents at no additional cost to the Township.

All costs associated with supplying, processing, screening, testing, loading, transporting, and

handling Contractor -supplied materials shall be included in the Respondent's quoted unit prices, unless otherwise specified.

The treated road salt required for the sand/salt mixing operation shall be **supplied by the Township** and shall not be considered a Contractor-supplied material.

10. QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Contractor shall be responsible for the quality assurance and quality control of all materials and Work provided under this Quotation.

Prior to commencement of the Work, the Contractor shall submit a **Quality Assurance/Quality Control (QA/QC) Plan** to the Contract Administrator for review and approval. The QA/QC Plan shall describe the procedures the Contractor will use to ensure that the Work complies with the requirements of this Quotation.

At a minimum, the QA/QC Plan shall address:

- Verification that the supplied winter sand meets the specified gradation and material requirements;
- Procedures for sampling and testing the winter sand;
- Verification of the required sand-to-salt mixing ratio;
- Procedures for monitoring and maintaining a consistent mixing operation;
- Verification and calibration of weighing equipment, including loader bucket scales;
- Procedures for monitoring daily production quantities;
- Procedures for preventing contamination or segregation of materials;
- Procedures for properly stockpiling the completed sand/salt mixture; and
- Identification of the Contractor's personnel responsible for QA/QC activities.

The Contractor shall maintain records of all quality control activities, including sampling, testing, weighing, equipment calibration, production quantities, and any corrective actions taken. These records shall be made available to the Township upon request.

The Contract Administrator may conduct independent inspections, measurements, sampling, or testing at any time to verify compliance with the requirements of this Quotation. Such inspections or testing by the Township shall not relieve the Contractor of their responsibility for quality control or for complying with the Contract Documents.

Where any material or Work is determined to be non-conforming, the Contractor shall, at their own cost, take corrective action as directed by the Contract Administrator, including removal and replacement of non-conforming material where required.

11. MEASUREMENT AND PAYMENT

The Contractor shall provide unit prices for the Work identified in the **Schedule of Items and Unit Prices**. The quoted unit prices shall include all labour, materials, equipment, transportation, fuel, supervision, loading, unloading, mixing, handling, stockpiling, and other costs necessary to complete the Work in accordance with the requirements of this Quotation.

Measurement and payment shall be based on the actual quantities of Work completed and accepted by the Township.

11.1 Winter Sand Supply and Delivery

Payment for the supply and delivery of screened winter sand shall be made on a **per metric tonne basis**, based on the quantity of screened winter sand delivered to the Township's Roads Yard and accepted by the Township.

The unit price shall include all costs associated with supplying, screening, loading, weighing, transporting, unloading, and handling the winter sand.

11.2 Sand/Salt Mixing and Stockpiling

Payment for mixing and stockpiling shall be made on a **per metric tonne basis of winter sand mixed with Township-supplied treated road salt and stockpiled within the designated sand storage building**.

The unit price shall include all labour, equipment, operators, loading, feeding, mixing, conveying, stockpiling, weighing, and other costs necessary to complete the mixing and stockpiling operations.

The quantity payable shall be based on the actual quantity of **winter sand mixed** and shall exclude the weight of Township-supplied treated road salt. Quantities shall be determined using the Contractor's calibrated weighing equipment, including loader bucket scales, subject to verification by the Township.

11.3 General Work

Unless otherwise specifically identified in the Schedule of Items and Unit Prices, no separate measurement or payment shall be made for General Work.

The Contractor shall include all costs associated with General Work in the applicable unit prices provided in the Schedule of Items and Unit Prices. No additional payment shall be made for labour, materials, equipment, supervision, transportation, or other costs required to complete the General Work described in this Quotation or reasonably required to complete the Work.

11.4 Payment

Payment shall be made based on the actual quantities completed, measured, and accepted by the Township at the applicable unit prices in the Schedule of Items and Unit Prices.

The Township shall not be obligated to pay for material that does not meet the requirements of this Quotation or for Work that has not been completed to the satisfaction of the Contract Administrator.

The estimated quantities identified in the Schedule of Items and Unit Prices are for quotation purposes only and do not constitute a guarantee of the quantity of Work to be ordered by the Township.

12. COMPLETION OF THE WORKS

The Work shall be considered complete when, in the opinion of the Township, the Contractor has satisfactorily completed all requirements of the Quotation, including the supply and delivery of the required winter sand, mixing of the winter sand and treated road salt, and stockpiling of the completed material in the designated storage building.

The Contractor shall promptly complete any deficiencies or outstanding Work identified by the Township. The Township may withhold acceptance of the Work until all deficiencies have been satisfactorily addressed.

The Work shall not be considered complete until the Contractor has:

- Completed all required supply, delivery, mixing, and stockpiling operations;
- Met the specified material, mixing, production, and stockpiling requirements;

- Removed any debris, waste, or excess material resulting from the Work;
- Repaired any damage caused by the Contractor's operations; and
- Satisfactorily addressed any deficiencies identified by the Township.

The Township shall determine when the Work has been satisfactorily completed and accepted.

13. PAYMENT

The Township shall make payment to the Contractor in accordance with the applicable unit prices and the actual quantities of Work completed and accepted by the Township.

Upon satisfactory completion and acceptance of the Work, the Contractor shall submit a properly itemized invoice to the Township for the amount owing. The invoice shall clearly identify the quantities of Work completed, the applicable unit prices, and the total amount payable.

The Manager of Public Works, or their designate, shall review and authorize payment of the invoice in accordance with the Contract Documents and the Township's applicable payment procedures.

Payment shall be made within **thirty (30) days** of receipt and approval of a properly submitted invoice, subject to any applicable statutory holdback requirements.

Before payment is made, and at any other time as required by the Township, the Contractor shall provide documentation satisfactory to the Township confirming that there are no outstanding liens, claims, garnishments, attachments, charges, or other amounts owing in connection with the Work or this Contract.

The Township may withhold payment, to the extent permitted by law, until satisfactory documentation has been provided confirming that there are no outstanding claims or encumbrances affecting the Work or the Township's property.

14. PROGRESS OF WORK AND LIQUIDATED DAMAGES

The Contractor shall commence and progress the Work in accordance with the schedule established by the Township and shall complete all Work required under the Quotation by the completion date specified in the Contract Documents.

The parties agree that timely completion of the Work is essential to the Township's winter road maintenance operations. In the event that the Contractor fails to complete the Work by the required completion date, the Township will incur damages, the actual amount of which would be difficult to determine.

Accordingly, the Contractor agrees to pay the Township **Two Hundred Dollars (\$200.00) per calendar day** for each day that the Work remains incomplete beyond the specified completion date. The parties agree that this amount represents a reasonable estimate of the damages that the Township may incur as a result of the delay and is not intended as a penalty.

Liquidated damages shall commence on the first calendar day following the specified completion date and shall continue until the Work has been satisfactorily completed and accepted by the Township.

The Township may deduct any liquidated damages owing under this section from any amount that is or becomes payable to the Contractor under this Quotation or any other amount owing by the Township to the Contractor, to the extent permitted by law.

The assessment of liquidated damages shall not relieve the Contractor from its obligation to complete the Work or from any other obligations under the Contract Documents.

Liquidated damages shall not apply to delays caused solely by circumstances beyond the reasonable control of the Contractor, provided that the Contractor has promptly notified the Township of the delay and has taken all reasonable steps to minimize its impact.

15. SUBCONTRACTORS

- a. The Respondent shall submit, as part of its Quotation, a list of all proposed Subcontractors that will be used to perform any portion of the Work under the Contract. The list shall identify the name of each Subcontractor and the portion of the Work to be performed by each Subcontractor, using the applicable schedule included in the Quotation Form.
- b. The Respondent shall ensure that all proposed Subcontractors have the necessary experience, qualifications, equipment, and resources to perform the Work for which they are retained and are capable of completing the Work competently and within the required timeframe.
- c. The Township may, at its discretion, request evidence of a proposed Subcontractor's experience, qualifications, and previous work of a similar nature. The Respondent shall provide such information upon request.
- d. Where the Respondent intends to perform a portion of the Work using its own forces, the Respondent shall identify this in the Quotation Form and shall ensure that its personnel are appropriately qualified and experienced to perform the Work.
- e. Respondent shall identify the specific Subcontractor proposed for each portion of the Work. Responses indicating **"TBD" (To Be Determined)**, **"TBA" (To Be Announced)**, or similar wording shall not be accepted where a Subcontractor is required to be identified at the time of Quotation submission.
- f. The Respondent shall list all Subcontractors that it intends to use to perform the Work. No Subcontractor shall perform Work under the Contract unless identified in the Quotation or subsequently approved in writing by the Township.
- g. No Subcontractor identified in the Quotation or change from the Respondent's own forces to a Subcontractor, shall be changed after submission of the Quotation without the prior written approval of the Township. Any request to change a Subcontractor shall be submitted in writing and shall include the reason for the proposed change and sufficient information to demonstrate that the proposed replacement Subcontractor is qualified and capable of performing the Work.
- h. The Contractor shall remain fully responsible for the performance, acts, omissions, and Work of all Subcontractors. The use of a Subcontractor shall not relieve the Respondent of any responsibility or obligation under the Contract Documents.
- i. The Township's approval of a Subcontractor shall not relieve the Respondent of any responsibility for the proper, timely, and satisfactory completion of the Work.
- j. The Township reserves the right to reject any proposed Subcontractor for reasonable cause, including where the Subcontractor does not, in the opinion of the Township, have the necessary qualifications, experience, equipment, resources, or capacity to satisfactorily perform the Work.

Upon rejection of a proposed Subcontractor, the Respondent shall propose an acceptable alternate Subcontractor to perform the same portion of the Work. The replacement

Subcontractor shall be provided at **no additional cost to the Township** and shall not result in any increase to the quoted unit prices or Contract Price.

16. NON-RESIDENT SUBCONTRACTOR

The Contractor shall ensure that any Subcontractor proposed to perform Work under the Contract that is not resident in Ontario or Canada complies with all applicable federal, provincial, and municipal requirements before commencing any Work.

The Contractor shall ensure that each non-resident Subcontractor:

- a. Is properly registered with all applicable government authorities and complies with all applicable taxation and registration requirements;
- b. Has obtained and maintains all required approvals, consents, permits, licences, certificates, registrations, and other authorizations necessary to legally perform the Work;
- c. Complies with all applicable employment, workplace safety, insurance, workers' compensation, environmental, transportation, and other legislative and regulatory requirements; and
- d. Provides satisfactory evidence of such registrations, approvals, permits, licences, certificates, and other authorizations to the Township upon request.

The Contractor shall remain fully responsible for ensuring that all non-resident Subcontractors comply with the requirements of the Contract Documents and all applicable laws and regulations. The use of a non-resident Subcontractor shall not relieve the Contractor of any responsibility or liability under the Contract.

17. HARMONIZED SALES TAX (HST)

Harmonized Sales Tax (HST) is applicable to the Work under this Quotation and shall be applied to the applicable amounts in accordance with the requirements of the Canada Revenue Agency.

All unit prices and amounts provided by the Respondent shall be **exclusive of HST**, unless otherwise specifically indicated in the Schedule of Items and Unit Prices.

HST shall be identified separately on the Contractor's Quotation and invoice.

18. RESPONDENT'S RESPONSIBILITIES AND DECLARATIONS

The Respondent acknowledges and agrees that, by submitting a Quotation, they are making the following declarations and accepting the following responsibilities:

- No person, firm, or corporation other than the Respondent has any interest in this Quotation or in the Work for which the Quotation is submitted, except as disclosed in the Quotation.
- This Quotation has been prepared independently and without any connection, comparison of figures, arrangement, or agreement with, or knowledge of, any other person, firm, or corporation submitting a quotation for the same Work. The Quotation has been submitted fairly and without collusion or fraud.
- No member of Council, officer, or employee of the Township has, or will have, any direct or indirect financial interest in the Contract, the Contractor, or any portion of the profits or monies to be derived from the Contract, except as permitted by applicable law.

- All prices submitted in the Quotation shall be in **Canadian dollars** and shall be exclusive of HST unless otherwise specified in the Schedule of Items and Prices.
- The successful Contractor shall provide and maintain sufficient equipment, machinery, labour, and replacement parts necessary to complete the Work in accordance with the requirements of the Quotation and within the required timeframe.
- The Contractor shall ensure that all equipment used to perform the Work is properly maintained, in safe operating condition, and suitable for the intended purpose.
- The Contractor shall be responsible for ensuring that sufficient equipment and resources are available to maintain the required production rate and avoid unnecessary delays or interruptions to the Work.
- The Contractor shall comply with all applicable federal, provincial, and municipal legislation, regulations, standards, permits, licences, and safety requirements applicable to the Work.
- The Contractor shall promptly notify the Township of any circumstance that may affect the Contractor's ability to complete the Work in accordance with the Contract Documents.

The submission of a Quotation constitutes the Respondent's acknowledgement that they have reviewed the Quotation Documents, understand the requirements of the Work, and have satisfied themselves as to the conditions under which the Work will be performed.

QUOTATION FORM

THE CORPORATION OF THE TOWNSHIP OF ESSA

RFQ #: EPW-26-011

WINTER SAND, TRUCKING & MIXING

**DOCUMENTS TO BE ENCLOSED WITH THIS QUOTATION
FORM**

- ☐ Quotation Form Signed & Sealed
- ☐ Schedule I - Items & Prices
- ☐ Schedule II - List of Subcontractors
- ☐ Schedule III - List of References
- ☐ Schedule IV - List of Equipment
- ☐ Bid Security - \$10,000.00
- ☐ Original Signed Agreement (Upon Award)
- ☐ Insurance Certificate (Upon Award)
- ☐ WSIB Certificate (Upon Award)
- ☐ Safety Data Sheets (SDS), If Applicable (Upon Award)
- ☐ Other information to be included

RESPONDENT INFORMATION FORM

RESPONDENTS must complete this form and include with the Quotation Submission
Please ensure all information is legible.

1.	COMPANY NAME	
2.	Respondent's Main Contact #	
3.	Office Phone #	
4.	Address (inc Postal Code)	
5.	Toll Free #	
6.	Cellular #	
7.	Fax #	
8.	E-mail address	
9.	Website	
10.	HST Account #	

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

ADDENDUM #**DATE RECEIVED**

_____ #

_____ #

☐ Check here if NO Addenda received.

RESPONDENT_____
SIGNATURE_____
DATE

To The Corporation of the Township of Essa, Hereafter called the "Township":

I/WE _____ the undersigned declare:

1. THAT I/WE understands and accept the said provisions, specifications and conditions and for the prices set forth in this Quotation, hereby offers to furnish all tools, machinery, apparatus and other means of construction, furnish all materials, except as otherwise stated in the contract and to complete the work in strict accordance with the provisions, specifications and conditions referred to in the Schedule of Provisions.
2. THAT I/WE have carefully examined the provisions, specifications and conditions described herein and has carefully examined the sites and locations of the work to be done under this contract. The Respondent understands that the quantities shown in this Quotation are approximate and are subject to increase or decrease.
3. THAT I/WE have submitted Bid Security in the amount and form required by the RFQ Documents, made payable to "The Township of Essa." I/WE acknowledge that the Bid Security shall be held, returned, retained, or applied by the Township in accordance with Section 15 – Bid and Contract Security of the RFQ Documents. If this Quotation is accepted, I/WE agree to execute the Agreement and provide all required documentation within seven (7) Working Days following notification of Award.
4. THAT I/WE understand that the quantities shown in the Quotation are estimates only and may be increased or decreased by the Township without alteration to the applicable quoted unit prices. Payment shall be based on the actual quantities authorized, completed and accepted by the Township.
5. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Quotation or in the Contract proposed to be taken.
6. THAT this Quotation is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Quotation for the same Work and is in all respects fair and without collusion or fraud.
7. I/WE represent that no member of Council, and no officer or employee of the Township, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
8. THAT the several matters stated in the said Quotation are in all respects true accurate and complete.
9. THAT I/WE do hereby Quote and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, currency exchange, and all other charges on the provisions therein set forth, and to accept in full payment therefore, in accordance with the prices and terms set forth in the Quotation herein. HST shall be applied separately in accordance with the Contract Documents.

10. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Items and Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
11. THAT this Quotation is irrevocable and open to acceptance until the formal Contract is executed by the Contractor for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Township may at any time within that period without notice, accept this Quotation whether any other Quotation has been previously accepted or not.
12. THAT if I/WE withdraw this Quotation before the formal Contract is executed or before the expiry of sixty (60) Working Days following the Quotation Closing Time, whichever occurs first, the Bid Security accompanying this Quotation may be forfeited to the Township in accordance with Section 15 – Bid and Contract Security.
13. THAT the Awarding of the Contract by the Township is based on this submission, which shall be an acceptance of this Quotation.
14. THAT if the Quotation is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Township may retain the money deposited by us, to the use of the Township and to accept the next lowest or any Quotation or to advertise for new Quotations, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Township the difference between this Quotation and any greater sum which the Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Quotations, and shall indemnify and save harmless the Township and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
15. THAT I/WE agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Respondent is not the patentee, assignee, or licensee.
16. THAT I/WE propose to engage the Subcontractors and use the equipment listed in the schedules on the following pages headed “**Schedule II – List of Subcontractors**” and “**Schedule IV – List of Equipment**.” Unless all proposed Subcontractors and equipment are legibly and properly identified, the Quotation may be declared informal.
17. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Health and Safety Section of the Quotation document.
18. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained, and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.
19. THAT the itemized Quote Sheet attached hereto forms part of this Quotation and, upon Award, the Contract. Bid Security in the amount of Ten Thousand Dollars (\$10,000.00), in the form required by Section 15 – Bid and Contract Security, is enclosed.

20. THE TOTAL QUOTATION PRICE (excluding HST):

_____ DOLLARS (\$) _____)

Insert Price in word, words take precedence over numeric in lawful money of Canada.

21. The Respondent acknowledges and agrees that all Addendum/Addenda issued by the Township form part of the Quotation Documents and, upon Award, the Contract. The Respondent is solely responsible for ensuring that all Addendum/Addenda issued by the Township have been received, reviewed, and acknowledged prior to submitting the Quotation. Where possible and practical, the Township will endeavor to issue Addendum/Addenda no later than forty-eight (48) hours prior to the Closing Time.
22. By signing the attached quotation, the Respondent certifies that s/he is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the quotation.

The undersigned affirms that he/she is duly authorized to execute this Quotation.

RESPONDENT'S SIGNATURE AND SEAL: _____

(I have authority to bind the company)

POSITION: _____

WITNESS: _____

(If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____

(City/Town)

THIS _____ DAY OF _____ 2026.

SCHEDULE I

WINTER SAND, TRUCKING & MIXING

SCHEDULE ITEMS AND UNIT PRICES

The Respondent hereby quotes and offers to enter into the Contract referred to and to Supply and do all or any part of the Work which is set out or called for in this Quotation, at the unit prices, hereinafter stated. The Total Quotation amount shall include all costs incurred, excluding applicable taxes.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Supply, screen, load, transport, and deliver winter sand meeting the requirements of the RFQ to the Township Roads Yard at 5654 County Road 21	13,000 tonnes		\$
2	Provide all labour and equipment required to feed winter sand and Township-supplied treated road salt through the Township-arranged Dual-Hopper Mixer and convey and stockpile the completed mixture within the designated sand storage facility, in accordance with Part II. 13,000 tonnes of winter sand mixed (excluding the weight of Township-supplied treated road salt)	13,000 tonnes		\$
SUB-TOTAL QUOTATION PRICE			**	\$
HST 13%				\$
TOTAL PRICE				\$

(* * Transfer Total to Item 20 of the Quotation Form)

The Township reserves the right to cancel any or all items or quotes.

I/we, certify that we are in **full compliance** with the Workplace Safety Insurance Board and have trained our staff and have received all certificates for such training as required of us by the Workplace Safety Insurance Board. If required and when asked we will provide copies of any and all training certificates.

W.S.I.B. Account #: _____.

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

HST Registration number _____

All quantities are approximate and are for estimating purposes only. Due to budgetary considerations and field conditions, the estimated quantities may be increased, decreased or deleted. No consideration will be given for any adjustment in the unit prices Quotation resulting from any changes in the actual quantities of work performed.

By signing the attached quotation, the Respondent certifies that s/he is familiar with the work and has expressed any concern or question regarding the ability to perform the required work prior to submitting the quotation.

Date: _____, 2026

Authorized Person: _____
Signature of Authorized Person for Respondent Position

Witness: _____
Signature of Witness Position

SCHEDULE II**LIST SUB-CONTRACTORS**

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise, name Work and Sub-Contractor proposed to be used.

The Township reserves the right to approve all proposed Sub-Contractors and where the Township objects to the use of any proposed Sub-Contractor, the Respondent shall use another Sub-Contractor acceptable to the Township. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Township.

The Contractor may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Contractor shall only use those Sub-Contractors approved by the Township and shall be held fully responsible to the Township for the acts and omissions of its Sub-Contractors.

TYPE OF WORK	SUB-CONTRACTOR	CONTACT NAME & NUMBER

SCHEDULE III**LIST REFERENCES**

The Respondent shall provide a minimum of three (3) references for similar work completed within the past five (5) years. The work must be relevant to the **scope and approximate value of the Work** and must **not have been performed for the Township of Essa**. References will be checked by the Township as part of the evaluation and award process. If a reference cannot be reached, declines to comment, or provides an unsatisfactory reference, the Township may deem the reference unsatisfactory. Additional information may be provided on the reverse of this sheet.

Project Name:	
Description of the work:	
Company/Municipality for Whom Work Was Completed:	
Date Work Completed:	Approximate Contract Value:
Contact Name:	Contact's Position/ Title:
Contact's Email Address:	Contact's Phone Number:

Project Name:	
Description of the work:	
Company/Municipality for Whom Work Was Completed:	
Date Work Completed:	Approximate Contract Value:
Contact Name:	Contact's Position/ Title:
Contact's Email Address:	Contact's Phone Number:

Project Name:	
Description of the work:	
Company/Municipality for Whom Work Was Completed:	
Date Work Completed:	Approximate Contract Value:
Contact Name:	Contact's Position/ Title:
Contact's Email Address:	Contact's Phone Number:

SCHEDULE "IV"

LIST OF EQUIPMENT

Respondents must provide a description of the equipment proposed to complete the Work, including the type, size, capacity, and quantity of equipment to be supplied.

EQUIPMENT	MAKE/MODEL	SIZE/CAPACITY	OWNED/LEASED

PART IV
AGREEMENT

THIS INDENTURE made this _____ day of _____ 2026

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESSA hereinafter called the " Township ", the party of the FIRST PART

-AND-

hereinafter called the "**CONTRACTOR**", The Party of The SECOND PART WHEREAS the Township has awarded to the Contractor the Contract for the:

EPW-26-011

WINTER SAND, TRUCKING & MIXING

According to plans, specifications and general requirements herein referred to, the Contractor having put in a Quotation therefore, a copy of which is hereto annexed, which Quotation was accepted by

the Township on the ____ day of _____ 2026

at a total Quotation price of (excluding HST) \$ _____

IN WITNESS THEREOF, the Contractor and Township have hereunto signed their name and set their seal on the day first above written.

CONTRACTOR

(
(
(_____
((Signature)
(
(_____
((Position) (I have authority to bind the Company)
(
(_____
((Witness)(If not under Seal)
(
(**THE CORPORATION OF THE TOWNSHIP OF ESSA**
(
(Per: _____
(
(
(Per: _____
(