



TOWNSHIP OF BONFIELD

REQUEST FOR QUOTATION
To Supply 5000 Tonnes of Screened Winter Sand
and Stockpile with Supplied Salt

Sealed quotations plainly marked:

To Supply Screened Winter Sand
RFQ-2023-04

Will be received by the undersigned up until;

10:00 A.M. local time on:
Thursday, August 24th, 2023.

Quotation packages and details may be obtained from the Public Works Manager by emailing pwmanager@bonfieldtownship.com

Sealed quotations will be delivered to:

Township of Bonfield
c/o CAO
365 Highway 531
Bonfield, Ontario P0H-1E0
(705) 776-2659

TABLE OF CONTENTS

INTRODUCTION	3
METHOD OF DELIVERY	3
DATE	3
INQUIRIES	3
ADDENDA	4
NO CONTRACT.....	4
ACCEPTANCE	4
INFORMAL OR UNBALANCED	5
WITHDRAWING OR QUALIFYING QUOTATIONS	5
SERVICE PROVIDER’S EXPENSES.....	5
TAXES, DUTY AND FREIGHT	5
DELIVERY	6
MATERIALS	6
SERVICE PROVIDER QUALIFICATIONS.....	6
CONFLICT OF INTEREST.....	6
SOLICITATION OF COUNCIL MEMBERS, TOWNSHIP STAFF AND TOWNSHIP CONSULTANTS.....	6
PROTECTION OF PROPERTY	7
COMPLIANCE WITH LAWS, REGULATIONS AND LICENCING	7
INSPECTION OF WORK.....	7
RISK.....	7
HOLD HARMLESS	7
CONFIDENTIALITY	8
SIGNATURE	8
AWARD.....	8
GENERAL REQUIREMENTS	9
ATTACHMENT 1 - AGREEMENT.....	10
SCHEDULE A – SCOPE OF WORK.....	19
SCHEDULE B – QUOTATION.....	21
SCHEDULE C – SERVICE PROVIDER’S STATEMENT	22

REQUEST FOR QUOTATIONS

INTRODUCTION

The Township of Bonfield (the 'Township') invites Service Providers to provide a Quotation on the form attached as **Schedule 'B'** (the 'Quotation') for the **Supply of Screened Winter Sand 2023-04** as described in the Agreement attached as **Attachment 1** and **Schedule 'A'** (the 'Scope of Work')

A person that submits a Quotation (the 'Service Provider') should prepare a Quotation that meets the minimum requirements, and may choose, in addition, to also include goods, services, work or terms that exceed the minimum requirements.

METHOD OF DELIVERY

The Service Provider must submit a Quotation in a hard copy form, as follows:

Hard Copy

The Service Provider must submit one original unbound sealed Quotation on the form attached as **Schedule 'B'** (the 'Quotation'), plainly marked "**Supply of Screened Winter Sand 2023-04**" deliver to the Township office at the following address:

The Corporation of the Township of Bonfield
 c/o CAO
 365 Highway 531
 Bonfield, Ontario
 P0H-1E0

The Township shall not be responsible for and Service Provider shall not be entitled to reimbursement for any liabilities, costs, expenses, losses or damages incurred, sustained or suffered by any Service Provider prior or subsequent to or by reason of the acceptance or non-acceptance by the Township of any proposal or by reason of any delay in the acceptance of a Quotation delivered to a location other than that specified.

Any action taken by any Service Provider in the absence of any notification is at the sole risk of the Service Provider.

DATE

Quotations will be received up until; **10:00 A.M.** local time on: **THURSDAY, August 24th, 2023.**

INQUIRIES

All inquiries related to this RFQ should be directed in writing, no later than seven (7) calendar days prior to the closing date, to the person named below. Information obtained from any person or source other than the **Contract Administrator** may not be relied upon.

Contract Administrator:
 Public Works Manager
 Name: Ann Carr
 E-mail: pwmanager@bonfieldtownship.com

ADDENDA

If the Township determines that an amendment is required to this RFQ, the Contract Administrator will issue a written addendum by posting it on the Township's website at www.bonfieldtownship.com that will form a part of this RFQ.

It is the responsibility of the Service Provider to check the Township's website for addenda.

The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Service Provider.

By delivery of a Quotation, the Service Provider is deemed to have received, accepted, and understood the entire RFQ, including any and all addenda.

NO CONTRACT

This RFQ is simply an invitation for Quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations.

The Township may negotiate changes to any terms of a Quotation, including terms in **Attachment 1 – Agreement and Schedule A, B and C** and including prices, and may negotiate with one or more Service Providers or may at any time invite or permit the submission of Quotations (including prices and terms) from other parties who have not submitted Quotations.

Notwithstanding any other provision in the Quotation documents, the Township has in its sole discretion, the unfettered right to:

- a) accept a Quotation which is not the highest evaluated, to reject any or all Quotations, to waive informalities, irregularities or other deficiencies in any Quotation and to accept a Quotation which does not conform strictly to the requirements of the RFQ documents;
- b) give preference to a Service Provider in which the services or work methods are considered by the Township to be environmentally superior, as well as cost effective, relative to services or work methods offered in other Quotations;
- c) reject a Quotation even if it is the only Quotation received;
- d) reject a Quotation if the Service Provider, or any officer or director of a Service Provider is or has been in legal action, mediation or arbitration with the Township and or any municipal official;
- e) accept all of or any part of a Quotation; and
- f) divide the requirements between one or more Service Provider.

ACCEPTANCE

A Quotation will be an offer to the Township which the Township may accept at any time by signing the copy of the Quotation and delivering it to the Service Provider.

A Quotation is not accepted by the Township unless and until both the authorized signatory and the Mayor have signed on behalf of the Township. Delivery of the signed Quotation by the Township may be by hand delivery, fax or email.

INFORMAL OR UNBALANCED

Quotations that do not comply strictly with our terms and conditions or Quotations which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations (*unless properly and clearly made and initialed by the Service Provider's signing officer*) or made subject to further conditions or contain irregularities of any kind, shall be rejected as informal or disqualified by the Township.

Quotations that contain prices, which appear to be so unbalanced as likely to adversely affect the interests of the Township, may be rejected by the Township.

If a Service Provider has omitted a price for an item of work set out in the Quotation, they shall, unless they have specifically stated otherwise in their Quotation, be deemed to have allowed elsewhere in the Quotation for the cost of carrying out the said item of work and no increase shall be made in the total price on account of such omission.

Wherever in a Quotation the Quotation amount for an item does not agree with the extension of the estimated quantity and the Quotation unit price, the unit price shall govern and the amount of the total Quotation shall be corrected accordingly.

WITHDRAWING OR QUALIFYING QUOTATIONS

No changes may be made to Quotations after they have been received. If more than one (1) Quotation form is submitted by a Service Provider, the only one considered and opened will be the envelope with the most recent time/date of receipt.

A Quotation may be withdrawn any time prior to the closing date. Withdrawal requests must be directed to the Contract Administrator by letter, e-mail or in person. Telephone and verbal requests will not be considered.

When withdrawals are made in person, the Contract Administrator or designate shall obtain a signed withdrawal form confirming the details of the withdrawal. Offers confirmed as withdrawn prior to the closing date, shall be returned unopened to the Service Provider.

Withdrawal notices received after the offer has been submitted and before the closing date shall, together with the withdrawal notice, be dealt with at the opening of offers by announcing that the offer has been withdrawn. The Quotation amounts in a withdrawn offer shall not be read. The withdrawal of an offer does not disqualify a Service Provider from submitting another offer.

SERVICE PROVIDER'S EXPENSES

Service Providers are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the Township or its representatives and consultants, relating to or arising from the RFQ.

The Township will not be liable to any Service Provider for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Service Provider in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

TAXES, DUTY AND FREIGHT

Prices shall include all Federal taxes and duties, Provincial taxes and Exemptions as shown. All rebates or refunds of taxes, where applicable, shall be collected and held by the Township. Prices shall be freight

on board (F.O.B.) destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

DELIVERY

Any equipment delivered must be one of the models specified except as otherwise specifically stated in the RFQ. Where any part or nominal appurtenances of equipment is not described, and is usually provided in the manufacturer's stock model, it shall be furnished.

Materials and supplies must be new items except as otherwise specifically stated in the RFQ specifications.

Delivery must be made as ordered and in accordance with the RFQ. If no delivery instructions appear in the RFQ, the RFQ will be interpreted to mean prompt delivery. The burden of proof of delay in receipt of an order shall rest with the Service Provider.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice without extra charge for packing materials or containers. The containers to remain the property of the Township unless otherwise stated in the RFQ.

MATERIALS

All materials required by the contractor in carrying out the terms of this contract shall be supplied at his/her expense.

SERVICE PROVIDER QUALIFICATIONS

It is not the intention of the Township to award this contract to any Service Provider who cannot furnish satisfactory evidence indicating it has sufficient ability, experience, capital and plan to execute the contract and to do so within the time, if so stated.

In order to aid the Township to consider the ability, experience and capacity of the Service Provider, the Township may request and the Service Provider shall provide within two (2) business days after being requested to do so, additional information, including but not limited to, the following:

- a) a tabulation of other work now under contract;
- b) information where recent projects of similar magnitude, complexity and class of work have been undertaken; and
- c) such additional information as will satisfy the Township that the Service Provider is adequately prepared to fulfill the contract.

CONFLICT OF INTEREST

A Service Provider must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the Township, its elected or appointed officials or employees. The Township may rely on such disclosure.

SOLICITATION OF COUNCIL MEMBERS, TOWNSHIP STAFF AND TOWNSHIP CONSULTANTS

Service Providers and their agents shall not contact any member of the Township Council, Township staff or Township consultants with respect to this RFQ, other than the Contract Administrator at any time prior to the award of a contract or the cancellation of this RFQ.

Should the Service Provider or any of his agents give or offer any gratuity to or attempt to bribe any member of the Township Council, Officers or Servants, the Township shall be at liberty to cancel the contract forthwith or to direct the Township to take the whole or any part of the works out of the hands of the Service Provider under the same provisions as those specified.

No Service Provider may discuss or communicate about, directly or indirectly, the preparation or content of its Quotation with any other Service Provider or agent or representative of any other Service Provider or prospective Service Provider. If the Township discovers there has been a breach at any time, the Township reserves the right to disqualify the Quotation or terminate any ensuing Agreement.

PROTECTION OF PROPERTY

The Service Provider shall always protect and safeguard property of the Township and any adjacent properties to the site from damage, loss or injury arising in connection with delivery of the Work. Should the Service Provider in delivery of the Work damage the Work, Township property, or any adjacent property, the Service Provider shall be responsible to make good such damage at the Service Provider's expense.

COMPLIANCE WITH LAWS, REGULATIONS AND LICENCING

The Service Provider will be responsible for a strict adherence to all Federal, Provincial and Municipal statutes, regulations, by-laws, codes and codes of professional conduct, and where applicable must obtain all permits and licenses.

INSPECTION OF WORK

The Service Provider agrees that the Contract Administrator may inspect the delivery of the Work by the Service Provider at any time and agrees that it shall comply with any direction or instruction issued from time to time by the Contract Administrator.

The inspection of equipment delivered by the Township. Any item which fails in any way to meet the terms on the contract is subject to rejection or to be paid on an adjusted price basis. The decision of the Township to reject or to pay on an adjusted price basis shall be final.

The Service Provider further agrees that it shall, at its expense, on or before the date set by the Contract Administrator, correct any deficiencies in the Work as are identified by the Contract Administrator. The Service Provider shall abide by any and all directives as are issued by the Township from time to time concerning any matter that pertains to the Work or the operation of the Township.

RISK

The Work shall remain at the risk of the Service Provider until delivery of the Work covered by this RFQ.

HOLD HARMLESS

The Service Provider upon acceptance hereby agrees:

To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions, and demands which may be brought against or made upon the Township, its officers, servants and agents, from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers,

servants and agents by reason of, or on account of, or in consequence of its acceptance of this RFQ or of the performance thereof.

To pay the Township and to such officer, servant or agent thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien execution or demand, and any monies paid and payable by the Township or any of its officers, servants or agents, in settlement or in discharge or such payment all account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any monies paid or payable by the Township, its officers, servants or agents, and any monies payable by the Service Provider under any of the terms and conditions of this RFQ may be deducted from any monies of the Service Provider that remain in the possession of the Municipal account of this or any other contract, or may be recovered from the Service Provider in any court of competent jurisdiction as monies paid at their request or under any letter of credit.

The Service Provider hereby authorizes and empowers the Township or its solicitor for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said solicitor may deem expedient and also hereby agrees to ratify and confirm all acts of the Township or its solicitor in that behalf, and to pay to the said settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment, the same may be deducted from any monies payable by the Township to the Service Provider on any account whatever.

CONFIDENTIALITY

All Quotations become the property of the Township and will not be returned to the Service Provider except in accordance with the 'Withdrawing or Qualifying Quotations' section. All Quotations will be held in confidence by the Township unless otherwise required by law.

SIGNATURE

The legal name of the person or firm submitting the Quotation must be inserted in the Quotation. The Quotation must be signed by a person authorized to sign on behalf of the Service Provider and include the following:

- a) If the Service provider is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- b) If the Service provider is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- c) If the Service provider is an individual, including a sole proprietorship, the name of the individual should be included.

AWARD

The Township reserves the right to award by item, or part thereof, a group of items, or parts thereof, or all items of the RFQ, and to award contracts to one or more Service Providers submitting identical RFQs as

to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Township will be served.

The Township reserves the right to make awards within thirty (60) days from the date RFQs are opened, unless otherwise specified in the RFQ, during which period proposals shall not be withdrawn unless the Service Provider distinctly states in his RFQ that acceptance thereof must be made in a shorter specified time.

Quotations will be reviewed and evaluated, and findings will be presented and recommendations at a meeting of the Council to award the contract by resolution.

GENERAL REQUIREMENTS

- a) Service Providers are required to prepare their Quotation in accordance with this RFQ.
- b) Quotations shall be submitted on our Quotation form only.
- c) Quotations must be legible and completed in ink or typewritten. The use of the mail for delivery of a Quotation will be at the risk of the Service Provider.
- d) The price, as proposed by the Service Provider, includes all limits of the Work.
- e) Each Service Provider shall include a completed Quotation as bound herein, together with anything further or sheets, which the Service Provider is instructed elsewhere herein, or in any addendum hereto, to submit with their proposal. The Service Provider may retain the rest of the request for Quotation documents issued to them.
- f) Personal information contained in this request for Quotations is collected under the authority of the Municipal Act, R.S.O. 1990, c.M.45, as amended, and by-laws passed pursuant to it.
- g) The Service Provider shall give the total Quotation price and shall fill in all blank spaces and other information requested in the RFQ.
- h) The Service Provider agrees not to seek approval for Only approval for "Completion" of the entire Contract will be sought by the Service Provider.
(Also see Form M-100 Subsections 103-4 and 103-5 and the Construction Lien Act).

ATTACHMENT 1 - AGREEMENT

DRAFT AGREEMENT

Supply of Winter Screened Sand RFQ 2023-04

THIS AGREEMENT dated for reference this _____ day of _____, 2023.

BETWEEN:

The Corporation of the Township of Bonfield

365 Highway 531
Bonfield, Ontario
POH-1E0

(the 'Township')

OF THE FIRST PART

AND:

(the 'Service Provider')

OF THE SECOND PART

WHEREAS the Township wishes to engage the Service Provider to perform the Work and the Service Provider agrees to perform the following Work.

Supply of Winter Screened Sand RFQ 2023-04

DEFINITIONS

In these General Terms and Conditions:

- a) '**Agreement**' means this Agreement, all Schedules attached hereto and any ensuing contract between the Township and the Service Provider with respect to Work and shall be deemed to include the terms and conditions as set out in this RFQ;
- b) '**R.F.Q.**' means this Request for Quotation package in its entirety, which includes all sections, appendices, schedules, and attachments as listed in the Table of Contents and any addenda that may be issued by the Township;
- c) '**Township**' means the Corporation of the Township of Bonfield;
- d) '**Contract Administrator**' means the person designated by the Township to administrate the Agreement and to whom the Service Provider shall contact in regards to any concerns and send all correspondence to, except where specifically stated otherwise herein;
- e) '**Service Provider**' means individual, firm, company or corporation submitting a Quotation to the Township;

- f) **'Successful Service Provider'** means the Service Provider who has entered into an Agreement with the Township and is performing the Work under this Agreement;
- g) **'Force Majeure Event'** means as described in Section 3.0;
- h) **'Indemnitees'** has the meaning described in Section 2.0;
- i) **'Work'** means the total products and services described or specified as necessary at the Service Provider's entire expense to perform the work as described in Schedule A – Scope of Work, including any of the following noted or combination of; supply or provision of articles or materials; supply of labour; performance of functions or tasks; provision of services; equipment operated or not operated; or construction or repairs as specified.

INTERPRETATION

In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- a) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
- b) the words "including" or "includes", when following a general statement or term, mean "including (or includes) without limitation" and are not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- c) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding";
- d) an accounting term not otherwise defined herein will be interpreted in accordance with accounting principles generally accepted in Canada as defined in the Canadian Institute of Chartered Accountants, Section 1000, applied on a consistent basis, which principles may be herein referred to as "GAAP" as it applies to the outdoor advertising industry in Canada;
- e) a reference in this Agreement or any agreement contemplated herein to currency means Canadian currency;
- f) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations;
- g) a reference to an entity includes any successor to that entity;
- h) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa; and
- i) persons will be considered as dealing with each other at arm's length if they would be so considered for the purposes of the *Income Tax Act* in effect on the date hereof.

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- a) this Agreement;
- b) the RFQ; and
- c) other terms, if any, that are agreed to by the parties in writing.

The following attached Schedules are a part of this Agreement:

Schedule A – Scope of Work;
Schedule B – Quotation;
Schedule C – Service Provider's Statement.

WORK

The Service Provider covenants and agrees with the Township to perform the Work in accordance with this Agreement. The Work provided must meet the specifications and scope set out in Schedule A and B.

The Service Provider will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Township is relying on the Service Provider's experience and expertise. The Service Provider represents that it has the expertise, qualifications, resources and relevant experience to perform the Services.

SECTION 1.0 - TERM

The successful Service Provider shall **ensure delivery** by end of day on **FRIDAY, OCTOBER 13TH, 2023**.

PAYMENTS

Payment

Payment by the Township to the Successful Service Provider will be made in accordance with the Quotation and completion of the contract to the satisfaction of the Contract Administrator.

Upon completion of the Work the successful Service Provider will submit an invoice to the Township. Payment by the Township to the Service Provider will be made within forty-five (45) days of the date of the delivery of the invoice.

The invoice must include the Service Provider's name, address and telephone number, the Township's purchase order number, the Service Provider's invoice number; taxes (if any); and grand total of the invoice.

Invoicing Instructions

The invoice shall be prepared and be mailed directly to:

The Corporation of the Township of Bonfield
365 Highway 531
Bonfield, Ontario
POH-1E0

Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

SUB-SERVICE PROVIDERS

It is mutually agreed and understood that the Service Provider shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract to any other person, firms, company or corporation without the previous written consent of the

Contract Administrator.

LIMITED AUTHORITY

The Service Provider is not and this Agreement does not render the Service Provider an agent or employee of the Township, and without limiting the above, the Service Provider does not have authority to enter into any contract or reach any agreement on behalf of the Township, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to perform the Work. The Service Provider will make such lack of authority clear to all persons with whom the Service Provider deals in the course of providing the Work.

The Service Provider is an independent Service Provider. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Service Provider may not delegate or assign any Work to any other person except as provided for in the Agreement. The Service Provider will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-Service Providers.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

Except as provided for by law or otherwise by this Agreement, the Service Provider will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Service Provider as a result of the performance of the Services under this Agreement, and will not, without the prior express written consent of the Township, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Work.

The Service Provider acknowledges that the Township is subject to the *Freedom of Information and Protection of Privacy Act* of Ontario and agrees to any disclosure of information by the Township required by law.

SECTION 2.0 - WARRANTIES

The Service Provider warrants and guarantees that the Work delivered under this Agreement does not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the Township and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Work provided under this Agreement.

INSURANCE AND DAMAGES

The Service Provider will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Service Provider of any obligation of this Agreement, or any wrongful or negligent act or omission of the Service Provider or any employee or agent of the Service Provider.

The indemnities described herein will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the

Indemnitees.

DEFAULT AND TERMINATION

The Township may at any time and for any reason by written notice to the Service Provider terminate this Agreement before the completion of all the Work, such notice to be determined by the Township at its sole discretion. Upon receipt of such notice, the Service Provider will perform no further Work other than the Work which is reasonably required to terminate the Work and return the Township's property to the Township.

Despite any other provision of this Agreement, if the Township terminates this Agreement before the completion of all the Work, the Township will pay to the Service Provider all amounts owing under this Agreement for Work provided by the Service Provider up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Township in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Township to the Service Provider, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Work not performed or other profit opportunities.

The Township may terminate this Agreement for cause as follows:

- a) If the Service Provider is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate this Agreement by giving the Service Provider or receiver or trustee in bankruptcy written notice; or
- b) If the Service Provider is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the Township within five (5) days after delivery of written notice from the Township to the Service Provider, then the Township may, without prejudice to any other right or remedy the Township may have, terminate this Agreement by giving the Service Provider further written notice.

If the Township terminates this Agreement as provided above, then the Township may:

- c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Work;
- d) withhold payment of any amount owing to the Service Provider under this Agreement for the performance of the Work;
- e) set-off the total cost of completing the Work incurred by the Township against any amounts owing to the Service Provider under this Agreement, and at the completion of the Work pay to the Service Provider any balance remaining; and
- f) if the total cost to complete the Work exceeds the amount owing to the Service Provider, charge the Service Provider the balance, which amount the Service Provider will forthwith pay.

CURING DEFAULTS

If the Service Provider is in default of any of its obligations under this Agreement, then the Township may without terminating this Agreement, upon five (5) days written notice to the Service Provider, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Service Provider. Nothing in this Agreement will be interpreted or construed to mean that the Township has any

duty or obligation to remedy any default of the Service Provider.

WSIB AND OCCUPATIONAL HEALTH AND SAFETY

Without limiting the generality of any other indemnities granted by the Service Provider in this Agreement, the Service Provider will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid *Workplace Safety and Insurance Board* assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the *Workplace Safety and Insurance Board*, including penalties levied by the *Workplace Safety and Insurance Board*.

The Service Provider will ensure compliance with and conform to all health and safety laws, by-laws or *regulations* of the Province of Ontario, including without limitation the *Occupational Health and Safety Act and Regulations* pursuant thereto.

The Service Provider understands and undertakes to comply with all the *Workplace Safety and Insurance Board, Occupational Health and Safety Regulations* for hazardous materials and substances, and in particular with the "*Workplace Hazardous Materials Information System (WHMIS)*" *Regulations*.

COMPLIANCE

The Service Provider will provide the Work in full compliance with all applicable laws, building codes and regulations.

The Service Provider will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Work. If an authority having jurisdiction imposes an interpretation which the Service Provider could not reasonably have verified or foreseen prior to entering into this Agreement, then the Township will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

JURISDICTION OF COUNCIL AND NON-APPROPRIATION

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Township in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

WAIVER

Any failure of the Township at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the Township's right at any time to avail itself of any remedies as the Township may have for any breach of the terms and conditions.

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The Township and the Service Provider accept the jurisdiction of the courts of Ontario and agree that any action under this Agreement shall be brought in such courts.

NOTICES

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- a) by hand, on delivery;
- b) by facsimile, on transmission; or
- c) by mail, five (5) calendar days after posting.

The addresses for delivery will be as shown in the Quotation. In addition, the Township may give notice to the Service Provider by email at the Service Provider's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Service Provider on transmission. The Service Provider may not give notice to the Township by email.

NOTICE TO THE SERVICE PROVIDER

Any notice in writing to be given to the Service Provider in relation to any matter arising under the Agreement or in respect of the work to be done hereunder may be given by delivering same to the Service Provider, or the Service Provider's representative for the time being, or by mailing the same addressed to the Service Provider at such address as he/she may have specified and such notice shall be deemed to have been received seventy-two (72) hours after sending by prepaid registered mail.

In the event that the Contract Administrator in his/her sole discretion determines that an emergency condition exists, such notice shall be deemed to be given two (2) hours after notice by email having been sent to the last address personally known to the Township.

MERGER AND SURVIVAL

The representations, agreements, covenants and obligations set out in this Agreement shall survive the performance of the Services and payment of the Fees.

ENTIRE AGREEMENT

This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Work and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Work.

In the event that the Service Provider issues an invoice, packing slip, sales receipt, or any like document to the Township, the Township accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the Township.

AGREEMENT

Receipt of the goods, materials, equipment, Work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the Service Provider's risk and expense. Failure to deliver and/or complete within the times set out within this document, shall entitle the Township to cancel this RFQ without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

SIGNATURE

This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or by email.

ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Township and the Service Provider.

STRIKES AND LOCKOUTS

In the event of strikes, accidents or unexpected events causing stoppage of Work, the Township reserves the right to suspend the Agreement.

FAILURE TO DELIVER OR REJECTION

Failure of a Service Provider to deliver within the time specified or within reasonable time as interpreted by the Township or failure to make replacements of rejected commodities when so requested, will constitute authority for the Township to purchase in the open market to replace the commodities rejected or not delivered.

The Township reserves the right to make the Service Provider ineligible to submit RFQ/Tenders to the Township for an indeterminate period for failure to accept an Agreement or for unsatisfactory performance of an Agreement.

CANCELATION OR DELETION

The Township reserves the right to reject any or all Quotations and the lowest or the highest, as the case may be, will not necessarily be accepted. The Township reserves the right to cancel or delete any portion of the Work outlined and the Service Provider agrees to such cancellation or deletion without claim whatsoever because of such cancellation or deletion.

The Township in its uncontrolled and unfettered discretion may declare a specific Work not within the intent of this Agreement because of scope or quantity and reserves the right to call and let a separate Service Provider for a similar Work covered hereby and the Service Provider acknowledges such right and waives any claim for the Township exercise thereof in good faith.

In the event that this Quotation is not submitted to Council, notwithstanding the acceptance of a Quotation or the awarding of the Agreement by the Township, the Agreement shall not become effective and shall not be binding upon the Township until a written Agreement embodying the instructions, specifications, terms and conditions set out in the RFQ documents and the accepted Quotation of the Successful Service Provider, has been signed by the Mayor. F

In the event that this RFQ is submitted by Council, notwithstanding the passage by Council and any By-Law or Resolution accepting a Quotation or awarding the contract, the contract shall not become effective and shall not be binding on the Township until any conditions precedent set out in the said By-Law or Resolution accepting the Quotation or awarding the contract concerned, have been complied with and until a Resolution authorizing execution of a written contract by the Mayor has been passed by Council and the written contract executed by the Mayor and the corporate seal affixed thereto.

SECTION 3.0 - FORCE MAJEURE

Each Party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement, in whole or in part, by any Force Majeure Event. The affected Party may invoke this section by promptly notifying the other Party in writing of the nature and estimated duration of the suspension of the Party's performance.

In such event, the affected Party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a Party is not required by this Section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder).

For the avoidance of doubt, nothing in this Section will affect the Township's right to terminate this Agreement for convenience as provided herein.

For the purposes of this Agreement, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a Party, provided that

the non-performing Party is without fault in causing or preventing such occurrence and

such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the Party claiming force majeure.

This Agreement is executed by the Township this _____ day of _____, 2023.

THE CORPORATION OF THE TOWNSHIP BONFIELD

by its authorized signatories:

Name: _____
Mayor

Signature _____

Name: _____
Authorized signatory

Signature _____

This Agreement is executed by the Service Provider this _____ day of _____, 2023.

SERVICE PROVIDER

I/We have the authority to bind the Service Provider.

(Legal Name of Service Provider)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SCOPE OF WORK

SCOPE OF WORK

- 1) The Service Provider will supply 5000 tonnes of screen mix for sanding operations at the Bonfield Public Works Garage located at 356 Line 3 South, Bonfield Ontario.
- 2) After commencing this contract, the Service Provider must maintain production to be able to complete the contract in its entirety by Friday, October 13th, 2023.
- 3) Work shall be carried out during regular workdays and hours only, Monday to Friday, 7:00 a.m. to 3:30 p.m. local time. Any deviation from these hours will require prior approval from the Contract Administrator or by the designee. The Municipality shall be notified 5 working days prior to commencement of any operations.
- 4) Within the quotation price the Service Provider will supply the screened sand, mixing, stockpiling, and all labour and equipment required to complete the work.
- 5) The Service Provider will mix screened material together with salt to form a homogeneous mixture and 3% ratio. (Salt will be supplied by the Township)
- 6) Sift sizes of winter sand must be as follows:

100%- 5/16"	80-100% #4	0-35% #50	0-3% #200
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- 7) Mixture of the screened material with salt will be conducted by the Service Provider on the Public Works Garage premises located at 356 Line 3 South, Bonfield Ontario under the supervision of the Contract Administrator or her designee.
- 8) The stockpile shall be built with a conveyor not less than eighty feet high (80') to permit the placing of material without compaction and to ensure the proper placing of materials.
- 9) The winter sand and salt shall be stockpiled outside, as directed by the Contract Administrator or designate.
- 10) The stockpile shall be coned to avoid the ponding of water and to present the minimum exposed surface area. Spillage shall be picked up and returned to the stockpile as soon as practicable.
- 11) The Service Provider shall take all necessary precautions to avoid damage to paved surfaces.
- 12) Sand for this contract must be supplied from an aged stockpile which has had a period of drying time. Delivery from a fresh pit bank will not be allowed.
- 13) Stockpile must be available for a visual inspection prior to acceptance of the delivery and must be delivered free of sticks, rocks, and debris.

- 14) It is agreed that the quoted quantities are estimated only and may be increased or decreased by the Municipality without alteration to the quoted price; however, such an increase or decrease will not exceed 20%.
- 15) This contract must meet all Ontario Provincial Standards applicable to the graduation, stockpiling and supplying of screened winter sand.
- 16) A penalty of five hundred dollars (\$500.00) will be charged for each calendar day the completion of the contract exceeds the completion date stated in **Schedule B – Quotation** unless written authorization has been issued by the Contract Administrator. All penalties must be paid in full prior to payment of invoice.

The Service Provider will submit the following to the Township upon request:

- a) Surface Miner's Certificate
- b) Proof of Workman's Compensation coverage.
- c) General liability and Automobile liability policies meeting the criteria outlined above in the 'Insurance Section' of this RFQ.

End of this section

SCHEDULE B – QUOTATION

Price shall include all Federal taxes and duties and all Provincial taxes and Exemptions.
 Price shall be free on board (F.O.B.) 365 Highway 531 Bonfield, Ontario and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

UNIT PRICE PER TONNE: \$ _____ **not including taxes.**

TOTAL QUOTATION: \$ _____ including taxes

Date Work will be completed by: _____ day of _____, 20____.

Company Name: _____

Address: _____

E-mail Address: _____

Phone: _____

Name and Position of Authorized Person (Please Print): _____

Signature of Authorized Person: _____

Service Provider's Initials: _____

Dated at _____ this _____ day of _____, 20____.

Name: _____

Mayor

Signature _____

Name: _____

Authorized signatory

Signature _____

Dated at _____ this _____ day of _____, 20____.

SCHEDULE C – SERVICE PROVIDER’S STATEMENT
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RFQ Document Name: **To Supply 5000 Tonnes of Screened Winter Sand Mix and Stockpile with Supplied Salt**

RFQ Document Number: **R.F.Q. 2023-04**

Service Provider Name:

Service Provider Address:

I/We the undersigned, understand that the request for quotation herein is for the supply **5000 tonnes of screened winter sand mix and stock pile with supplied salt: RFQ 2023-04**

I/We the undersigned, have carefully examined the RFQ and all addenda (if applicable) and herewith forming part of this Quotation and have carefully examined all requirements of the RFQ. We understand and accept the said RFQ, and, for the prices set forth in our Quotation, hereby offer to perform all Work with our own labour, equipment, tools, apparatus and other means of Work, and to complete the Work in strict accordance with RFQ; and have submitted our Quotation at rates that comply with the RFQ requirements and specifications and further agree that we shall not be entitled to any payments, except by the prices as stated herein; and to properly complete the Work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFQ or in the Work proposed to be taken and that our Quotation is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Quotation for the same Work and is in all respects fair and without collusion or fraud; and the Service Provider also agrees that this RFQ is to continue open to acceptance until the contract contained herein has been executed on behalf of the Township;

I/We the undersigned, further agree to complete all the Work as specified in this RFQ at the prices stated to the satisfaction of the Corporation of the Township of Bonfield.

TO BE CONSIDERED, Quotation bid forms must be in the Township Office by:

10:00 A.M. local time on **THURSDAY August 24th, 2023.**

Name and Position of Authorized Person (Please Print): _____

Signature of Authorized Person: _____

E-mail Address: _____

Dated at _____ this _____ day of _____, 20____.

Name of Witness (Please Print): _____

Signature of Witness: _____

Dated at _____ this _____ day of _____, 20____.