

**Request for Quotation**  
**for**  
**Wastewater Effluent Hauling Services**

Request for Quotation No.: **ID-07-25**

Issued: **May 30, 2025**

Submission Deadline: **June 13, 2025 at 12:00 PM local time**

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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

#### **1.1.1 Invitation**

This Request for Quotation (the “RFQ”) is an invitation by the Township of Ramara (the “Township”) to prospective proponents to submit a quotation for **ID-07-25 Wastewater Effluent Hauling Services**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The supply of all labour and equipment for the loading and transport of untreated wastewater effluent from the Bayshore Village Sewage Works wastewater stabilization pond located at 3407 Barnstable Drive. The effluent is to be transported to and offloaded at the Wastewater Treatment Plant located at 155 Laguna Parkway.

#### **1.1.2 Proponent Must Be Single Entity**

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Township. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

### **1.2 RFQ Contact**

For the purposes of this procurement process, the “RFQ Contact” will be:

Laura Pye  
Director of Infrastructure  
[lpye@ramara.ca](mailto:lpye@ramara.ca)

Proponents should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through email, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s quotation.

### **1.3 Contract for Deliverables**

#### **1.3.1 Type of Contract**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Township for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent.

### 1.3.2 Term of Contract

The initial term of the agreement will be one year, with an option in favour of the Township to extend the agreement on the same terms and conditions for an additional one (1) year term.

Rates will be fixed for the initial one (1) year term of the contract. Where applicable, the Rates for any extension year will be adjusted based on the Canadian Price Index (CPI), All Items category, Ontario, month of October for each extension year. In the event that the CPI is a negative value, there will be no change to the rates for that extension year.

## 1.4 RFQ Timetable

### 1.4.1 Key Dates

Issue Date of RFQ	May 30, 2025
Optional Site Visit / Pre-Bid Meeting	June 5, 2025 @ 12:30 PM local time
Deadline for Questions	June 6, 2025 @ 4:30 PM local time
Deadline for Issuing Addenda	June 9, 2025
Submission Deadline	June 13, 2025 @ 12:00 PM local time
Rectification Period	3 business days

The RFQ timetable is tentative only and may be changed by the Township at any time. For greater clarity, business days means all days that the Township is open for business.

### 1.4.2 Optional Site Visit / Pre-Bid Meeting

Bidders are invited to attend a one-time optional site meeting to be held at 3407 Barnstable Drive (loading site) on June 5, 2025, at 12:30 PM and 155 Laguna Parkway (offloading site) immediately following the site meeting at the loading site.

Proponents must register for the site visit by June 4, 2025 at 4:00 p.m. Registration can be done via email to the RFQ Contact, Laura Pye at [lpye@ramara.ca](mailto:lpye@ramara.ca).

Bidders shall wear the appropriate Personal Protective Equipment at the project meeting.

The purpose of the site meeting will be to allow each Bidder to observe personally the local conditions to be met during the performance of the Work.

**Each Bidder shall examine the surrounding and adjacent public and private properties for** existing conditions including, but not limited to, the rights and interests of other parties that may be interfered with during construction. No Bidder shall claim, at any time after the Bid Submission Deadline that there was any misunderstanding about the terms and conditions of the Contract relating to site conditions. No adjustment to the schedule or to the Contract price will be made for difficulties encountered during construction due to conditions, features, and peculiarities of the site that were evident at the time of the Bid Submission Deadline.

The purpose of the site meeting is also to provide additional information, if required, and to answer questions concerning this Call for Bid.

All verbal communications at the site meeting are non-binding and any new information or changes provided at or as a result from the site meeting will be summarized in an Addendum.

## **1.5 Submission Instructions**

### **1.5.1 Submission of Quotations**

Quotations must be submitted electronically to both the following email addresses:

[lpve@ramara.ca](mailto:lpve@ramara.ca)  
[llong@ramara.ca](mailto:llong@ramara.ca)

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the Township.

### **1.5.2 Quotations to Be Submitted on Time**

Quotations must be finalized and sent to the above noted email addresses on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the quotation is received, not when a quotation is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The Township will send a confirmation email to the proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact the Infrastructure Department.

### **1.5.3 Quotations to Be Submitted in Prescribed Format**

Quotation materials should be prepared and submitted electronically in PDF format, with a maximum upload file size of 10 MB.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

### **1.5.4 Amendment of Quotation**

Proponents may amend their quotation prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended quotation is received by the Township by the Submission Deadline.

### **1.5.5 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted quotation. Prior to the Submission Deadline, proponents may withdraw a submitted quotation by emailing the Township. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Township will conduct the evaluation of quotations and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all the mandatory submission requirements. If a quotation fails to satisfy all the mandatory submission requirements, the Township will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Township issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two (2) sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

The Township will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. If a quotation fails to satisfy all the mandatory technical requirements, the Township will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Quotations that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

##### **2.3.2 Non-Price Rated Criteria**

The Township will evaluate each qualified quotation on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFQ Particulars (Appendix B).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section G of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all

requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Township may reject the quotation. The Township may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## **2.5 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Township. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Township or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent. Negotiations may include requests by the Township for supplementary information from the proponent to verify, clarify, or supplement the information provided in its quotation or to confirm the conclusions reached in the evaluation, and may include requests by the Township for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The Township intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Township invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Township may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until



there are no more proponents remaining that are eligible for negotiations, or until the Township elects to cancel the RFQ process.

#### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's quotation, but not attached, will not be considered to form part of its quotation.

#### **3.1.4 Past Performance**

In the evaluation process, the Township may consider the proponent's past performance or conduct on previous contracts with the Township or other institutions.

#### **3.1.5 Information in RFQ Only an Estimate**

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Quotation to be Retained by the Township**

The Township will not return the quotation or any accompanying documentation submitted by a proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Township makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Proponents to Review RFQ**

Proponents should promptly examine all the documents comprising this RFQ and may direct questions or seek additional information in writing to the Township on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Township is not responsible for any misunderstanding on the part of the proponent concerning this RFQ or its process.

### **3.2.2 Blackout Period**

The Township prohibits communications with respect to this bid opportunity initiated by a Bidder to any Township official, consultant or employee for the period of time from the date of issuance of the Bid on the Township's website up to and including the date that the contract has been formally awarded. This is called the "Blackout Period" of a competitive bid process.

Any communication between a Bidder and the Township during the Blackout Period will be initiated by a representative from the Township's Infrastructure Department for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying the Bidder from consideration for the Contract Award.

### **3.2.3 All New Information to Proponents by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all proponents by addendum posted on the Township's website. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the Township.

### **3.2.4 Post-Deadline Addenda and Extension of Submission Deadline**

If the Township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Township may extend the Submission Deadline for a reasonable period of time.

### **3.2.5 Verify, Clarify, and Supplement**

When evaluating quotations, the Township may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's quotation. The Township may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Township and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within fifteen (15) days of such notification. The RFQ Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the Township's location or by way of conference call or other remote meeting format as prescribed by the Township.

### **3.3.3 Procurement Protest Procedure**

Any proponent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFQ process, it should provide written notice within 60 days from notification of the outcome of the procurement process to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the proponent's contact details, including name, telephone number, and email address.

The Township will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the Township will provide the proponent with a formal response.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of the Township in the preparation of its quotation that is not available to other proponents;
  - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
  - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Township may disqualify a proponent for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Township may be precluded from participating in the RFQ process in instances where the Township has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it

performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

#### **3.4.3 Disqualification for Prohibited Conduct**

The Township may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Township determines that the proponent has engaged in any conduct prohibited by this RFQ.

#### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest.

#### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

#### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

#### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Township; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

#### **3.4.8 Supplier Suspension**

The Township may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;

- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Township's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Township will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Township in making its final decision.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the Township**

All information provided by or obtained from the Township in any form in connection with this RFQ either before or after the issuance of this RFQ:

- (a) is the sole property of the Township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the proponent to the Township immediately upon the request of the Township.

#### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its quotation, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of quotations. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Township by this RFQ process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The Township may cancel or amend the RFQ process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

## **3.8 Accessibility for Ontarians with Disabilities**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations, as amended, with regard to provision of the goods and/or services contemplated herein. The Bidder, when applicable, shall ensure that its employees, agents, volunteers and representatives receive



training regarding the provision of the goods and services to person with disabilities. The Bidder acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

**BETWEEN:**

**CORPORATION OF THE TOWNSHIP OF RAMARA**  
(referred to as the “Township”)

**AND:**

---

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

### **1. Contract Documents**

The contract between the parties in respect of:

#### **ID-07-25 Wastewater Effluent Hauling Services**

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **ID-07-25 Wastewater Effluent Hauling Services**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

## **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

### 3. Execution

This Agreement may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

**« SUPPLIER »**

Signature:

Name:

Title:

Date of Signature:

*I have the authority to bind the Supplier.*

**Corporation of the Township of Ramara**

Signature:

Name:

Title:

Date of Signature:

*I have the authority to bind the Township.*

## **Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions**

### **A. Description of Deliverables**

The Deliverables are outlined in the **RFQ ID-07-25 Wastewater Effluent Hauling Services**, Appendix B – RFQ Particulars, Section A. The Deliverables and any addenda where applicable.

### **B. Rates and Disbursements**

#### **B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Township to the Supplier under the Contract shall not exceed \$\_\_\_\_\_ excluding H.S.T.

#### **B.2 Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

The Rates will be as provided in Appendix C – Unit Prices as provided in the Suppliers Submission.

### **C. Payment Terms**

The payment terms for the Contract are as follows:

The Township's standard payment terms are **NET 30 days** from the date of receipt of a proper invoice. To allow for timely payment, the Purchase Order number must be referenced on all invoices where applicable. The Township's Representative may direct the Supplier to submit invoices in a specific format and, if so, the Supplier must comply with such direction.

All payments will be processed using a vendor direct deposit form in Canadian funds in a Canadian Bank account within Canada. Any deviation from the accepted method of payment must be mutually agreed upon and confirmed in writing by both the Supplier and the Township.

New or existing vendors will be provided with the Township's vendor direct deposit form at the time of award of the contract.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email.

Invoices must be submitted electronically to [accountspayable@ramara.ca](mailto:accountspayable@ramara.ca)  
Inquiries regarding payment status shall be directed to  
[accountspayable@ramara.ca](mailto:accountspayable@ramara.ca)

**D. Township and Supplier Representatives**

The Township Representative and contact information for the Contract is:

Laura Pye  
Director of Infrastructure  
2297 Highway 12, Brechin, ON L0K 1B0  
705-484-5374, ext. 290  
[lp@ramara.ca](mailto:lp@ramara.ca)

The Supplier Representative and contact information for the Contract is:

The Supplier acknowledges and agrees that the Supplier Representative named above has authority to legally bind the Supplier.

**E. Term of Contract**

The Contract shall take effect on the June 30, 2025 (the “**Effective Date**”) and shall be in effect for a period of one (1) year, from the Effective Date, with an option in favour of the Township to extend the term for an additional one (1) year term, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

Rates will be fixed for the initial one (1) year term of the contract. Where applicable, the Rates for any extension year will be adjusted based on the Canadian Price Index (CPI), All Items category, Ontario, month of October for each extension year. In the event that the CPI is a negative value, there will be no change to the rates for that extension year.

**F. Specific Provisions**

N/A

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## ARTICLE 1 – INTERPRETATION

### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Township has elected to be closed for business;

**“Township Confidential Information”** means all information of the Township that is of a confidential nature, including all confidential information in the custody or control of the Township, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, Township Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Township, the Supplier or any third-party; (ii) all information (including Personal Information) that the Township is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Township or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law; and

**“Township Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Township and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial



exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Deliverables”** means everything developed for or provided to the Township in the course of performing under the Contract or agreed to be provided to the Township under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Effective Date”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Indemnified Parties”** means the Township and the Township’s elected officials, directors, officers, agents, employees and volunteers;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Township;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the Township to the Supplier, or provided by the Supplier to the Township, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Supplier Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Supplier’s Intellectual Property”** means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Term”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the Township or the Supplier;

## **ARTICLE 2 – GENERAL TERMS**

### **2.01 No Indemnities from the Township**

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township beyond the obligation to pay the Rates in respect of Deliverables accepted by the Township, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

### **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

### **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **2.04 Failure to Enforce Not a Waiver**

Any failure by the Township to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Township of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

### **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract. Any written amendment, including the Township's prescribed Contract Change Order Form, may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

### **2.06 Force Majeure**

- a. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party

seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

**2.07 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Township Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

**2.08 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWNSHIP AND SUPPLIER**

**3.01 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Township under the Contract.

**3.02 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

**3.03 Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the Township or to assume or create any obligation or responsibility, express or implied, on behalf of the Township. The Supplier shall not hold itself out as an agent, partner or employee of the Township. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Township and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

**3.04 Non-Exclusive Contract, Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the Township on a non-exclusive basis. The Township makes no representation regarding the volume of goods and services required under the Contract. The Township reserves the right to contract

with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

**3.05 Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

**3.06 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Township. Such consent shall be in the sole discretion of the Township and subject to the terms and conditions that may be imposed by the Township. Without limiting the generality of the conditions which the Township may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Township.

**3.07 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, the Supplier shall immediately disclose such change in control to the Township and shall comply with any terms and conditions subsequently prescribed by the Township resulting from the disclosure.

**3.08 Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Township to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Township. This paragraph shall survive any termination or expiry of the Contract.

**3.09 Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

## **ARTICLE 4 – PERFORMANCE BY SUPPLIER**

### **4.01 Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the Township.

### **4.02 Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Township in a rectification notice.

### **4.03 Health and Safety**

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the Township with evidence of the Supplier's compliance with this section upon request by the Township.

### **4.04 Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Township, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Township's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Township, unless specifically agreed by the Township in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Township. Receipt of the Deliverables at the Township's location does not constitute acceptance of the Deliverables by the Township. The Deliverables are subject to the Township's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Township in a rectification notice.

### **4.05 Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the Township, any access to or use of the Township property, technology or information that is not necessary for the performance of its contractual obligations with the Township is strictly prohibited. The Supplier further acknowledges that the Township may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

**4.06 Notification by Supplier of Discrepancies**

During the Term, the Supplier shall advise the Township promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

**4.07 Change Requests**

The parties may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Township change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Township and provide reasons for such non-compliance. No change request shall be effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

Any Change Request executed by the Supplier and Township shall be deemed to include any and all costs incurred by the Supplier as a result of the Change Request, including, but not limited to, labour, equipment and overhead and the Supplier shall not be entitled to claim any additional compensation for these items, including any claims for delay.

**4.08 Pricing for Requested Changes**

Where a change request includes an increase in the scope of the previously contemplated Deliverables, the party requesting the change shall set out, in its change request, the proposed prices for the contemplated changes.

Where the Rates in effect at the time of the change request:

(a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Township and the Supplier within a reasonable period of time and, in any event, such change request shall not become effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

**4.09 Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Township, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

**4.10 Time**

Time is of the essence of the Contract.

**4.11 Rights and Remedies Not Limited to Contract**

The express rights and remedies of the Township and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Township or any other obligations of the Supplier at law or in equity.

**ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT**

**5.01 Payment According to Contract Rates**

The Township shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

**5.02 Hold Back or Set Off**

The Township may hold back payment or set off against payment if, in the opinion of the Township acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

**5.03 No Expenses or Additional Charges**

There shall be no other charges payable by the Township under the Contract to the Supplier other than the Rates established under the Contract.

**5.04 Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

**5.05 Withholding Tax**

The Township shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

**5.06 Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

**5.07 Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the Township in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Township shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.



## **ARTICLE 6 – CONFIDENTIALITY**

### **6.01 Confidentiality and Promotion Restrictions**

Any publications related to the Contract shall be at the sole discretion of the Township. The Township may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publication. The Supplier shall not make use of its association with the Township without the prior written consent of the Township. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Township.

### **6.02 Township Confidential Information**

During and following the Term, the Supplier shall: (a) keep all Township Confidential Information confidential and secure; (b) limit the disclosure of Township Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Township Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Township and (ii) in respect of any Township Confidential Information about any third-party, the written consent of such third-party; (d) provide Township Confidential Information to the Township on demand; and (e) return all Township Confidential Information to the Township on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

### **6.03 Restrictions on Copying**

The Supplier shall not copy any Township Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

### **6.04 Notice of Breach**

The Supplier shall notify the Township promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Township Confidential Information.

### **6.05 Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Township or to any third-party to whom the Township owes a duty of confidence, and that the injury to the Township or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Township is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

**6.06 Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Township Confidential Information, the Supplier will provide the Township with prompt notice to that effect in order to allow the Township to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Township and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Township Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Township) that such Township Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Township Confidential Information subject to those terms and conditions.

**6.07 Records and Legislative Compliance**

The Supplier and the Township acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Township within seven (7) calendar days of being directed to do so by the Township for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Township determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Township; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Township representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Township would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Township may be disclosed by the Township where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

**6.08 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

## **ARTICLE 7 – INTELLECTUAL PROPERTY**

### **7.01 Township Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Township to the Supplier shall remain the sole property of the Township at all times.

### **7.02 No Use of the Township Insignia**

The Supplier shall not use any insignia or logo of the Township except where required to provide the Deliverables, and only if it has received the prior written permission of the Township to do so.

### **7.03 Ownership of Intellectual Property**

The Township shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Township and the Township accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Township all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Township a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Township.

### **7.04 Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Township a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Township.

### **7.05 No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Township to modify, further develop or otherwise use the Deliverables in any way that the Township deems necessary, or that would prevent the Township from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

### **7.06 Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

### **7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## ARTICLE 8 – INDEMNITIES AND INSURANCE

### 8.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Township, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

### 8.02 Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:
  - the Township as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
  - contractual liability coverage
  - cross-liability and severability of interests clause
  - employers liability coverage
  - 30 day written notice of cancellation, termination or material change
  - tenants legal liability coverage (if applicable and with suitable sub-limits)
  - non-owned automobile coverage with blanket contractual coverage for hired automobiles

### 8.03 Proof of Insurance

The Supplier shall provide the Township with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the Township with renewal replacements on or before the expiry of any such insurance. Upon the request of the Township, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate

insurance that a prudent person in the business of the subcontractor would maintain and that the Township and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

#### **8.04 Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Township upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Township for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

### **ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION**

#### **9.01 Immediate Termination of Contract**

The Township may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Township and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Township; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Township; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

#### **9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Township may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Township. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Township may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Township to immediately terminate the Contract.

**9.03 Termination on Notice**

The Township reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

**9.04 Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the Township, provide the Township with any completed or partially completed Deliverables; (b) provide the Township with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Township pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Township to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Township, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**9.05 Supplier's Payment Upon Termination**

On termination of the Contract, the Township shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Township may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

**9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Township under the Contract, at law or in equity.

**9.07 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same terms, conditions and covenants contained in the Contract. The option shall be exercisable by the Township giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**9.08 Evaluation of Performance**

The Supplier will be subject to performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the Township may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

## **APPENDIX B – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **A.1 Background**

The Bayshore Village Sewage Works consist of a gravity sanitary sewer system with two sewage pumping stations, a two-cell waste stabilization pond (referred to as lagoons), and an effluent spray irrigation system onto two fields. The lagoons provide biological treatment of the wastewater, and storage during the winter months when the effluent spray irrigation system is not in operation. The prescribed spray season is May 18 to September 28 of each year.

As a result of limited effluent spray irrigation, the removal and transport of wastewater effluent has been required from the waste stabilization pond to ensure sufficient storage volume to store the effluent over the winter and spring months prior to the start of the spray season. The Township owns a Wastewater Treatment Plant that has been used as the disposal facility for the transported effluent.

The supply of all labour and equipment for the loading and transport of untreated wastewater effluent from the Bayshore Village Sewage Works wastewater stabilization pond located at 3407 Barnstable Drive. The effluent is to be transported to and offloaded at the Wastewater Treatment Plant located at 155 Laguna Parkway.

#### **A.2 Scope of Work**

Work under this contract shall consist of the supply of all equipment and labour required for the loading, unloading and transport of untreated wastewater effluent. The effluent will be loaded from the lagoons at the Bayshore Village Sewage Works located at 3407 Barnstable Drive and transport to, and offload at the Lagoon City Wastewater Treatment Plant, located at 155 Laguna Parkway for disposal. The Successful Respondent shall provide the vehicles necessary for hauling as well as personnel to oversee the loading and offloading of vehicles and act as their Representative onsite. A maximum of 1,200 cubic metres of effluent can be received at the WWTP per day. It is estimated that approximately 100,000 cubic metres will need to be hauled in 2025, however, there is no guarantee of this volume.

The Representative shall maintain a Township approved record, either digital or physical, detailing the date, time, volume, location, and truck number of each load, initialled by the same. The record must be legible and readily available for Township Staff. The Successful Respondent must supply and incorporate the use of an inline flowmeter to accurately measure the total volume removed from the lagoons with each load. The flowmeter must display the flow and totalized value in cubic metres. A calibration certificate for the flowmeter is to be provided, indicating that it is in good working order.

The Successful Respondent will be required to operate their vehicles in a safe manner in accordance with the Highway Traffic Act, on all roads from the lagoon site to the WWTP. Drivers shall be properly trained and licensed for hauling non-hazardous waste under Provincial regulations. Drivers shall always have a current and valid Province of Ontario license with appropriate endorsements in their possession when operating a transport vehicle.

The Successful Respondent's vehicles shall be properly licensed and certified for hauling non-hazardous waste as required by all Provincial regulations. All required licenses and certificates shall be in the vehicle any time the vehicle is in the process of transporting effluent for the Township of Ramara.

The Successful Respondent will also be required to maintain site security at both locations. At the end of the working hours or in the event that there will be an absence from the site for more than 2 hours, the Representative will be required to ensure that all gates are closed and locked, provided that Township or other contract staff are not onsite.

### **A.3 Regulations & Approvals**

N/A

### **A.4 Spills and Contingency Plans**

All spills must be reported as detailed in the Ontario Environmental Protection Act. In the event of a spill or other emission of a pollutant into a natural environment, every person responsible for the emission or who causes or permits it, must forthwith notify:

- 1) The Ministry of Environment, Conservation and Parks (1-800-268-6060);
- 2) The municipality or the regional municipality within the boundaries of which the spill occurred;
- 3) The owner of the pollutant if known; and,
- 4) The person having control of the pollutant if known, of the spill, of the circumstances thereof and of the action taken or intended to be taken with respect thereto.

A Contingency Plan must be prepared for the control and cleanup of a spill. A copy of the Contingency Plan is to be submitted for review by the Township. Upon review, any comments or concerns from the Township shall be addressed, and appropriate changes made as soon as practicable. Operations may not commence until the Contingency Plan has been reviewed and finalized by both parties. The Contingency Plan is to include:

- 1) The names and telephone numbers of the persons in the local municipalities to be notified of a spill: the names and the telephone number of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to the emergency spills; and
- 2) The name and telephone number of the Successful Respondent's personnel responsible for the preparing, implementing, directing, and supervising of the Contingency Plan.

The Successful Respondent will be responsible for all labour, materials, and costs associated with the management and implementation of the Contingency Plan, if needed, and any or all spill clean up. The Township is not responsible for any time lost for stopping work to response to a spill.

### **A.5 Communications and Hours of Operation**

The purpose of this section is to outline additional requirements and specifics regarding communications between the Successful Respondent and the Township. It is expected that the Successful Respondent will take every reasonable measure to maintain clear lines of



communication with the Township's representatives and operations staff. The daily operation of the equipment that makes up the wastewater system is the sole responsibility of operations staff, and no actions are to be taken or changes to be made that may encroach upon, impede, or otherwise negatively impact this responsibility without first consulting operations staff and ensuring that they are properly informed of all aspects of the work.

In mobilizing equipment and staging vehicles for hauling, the Successful Respondent shall coordinate with the Director of Infrastructure to ensure that access is maintained and operations unimpeded at the WWTP. Additionally, every effort shall be made to minimize the impact to municipal roadways.

Any stoppage in work already underway shall be communicated to the Township and must include reasoning and estimated resumption. Failure to comply with any of the requirements identified herein may result in cancellation of work, termination of the contract, and/or the work being reassigned. In such cases, the Township reserves the right to hire third parties to complete any outstanding work that may fall within the scope of this RFQ.

The WWTP is staffed Monday to Friday, from 7:00 AM to 3:30 PM, excluding statutory holidays as observed by the Township. While transporting effluent typically follows this schedule, allowances may be provided pending approval by the Director of Infrastructure. Should they be unavailable, the Overall Responsible Operator (ORO) or their designate may provide approval.

## **B. MATERIAL DISCLOSURES**

N/A

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Suppliers Submission**

Each proponent must provide the following content in their quotation, as set out under Evaluation Criteria in Section F of the RFQ Particulars (Appendix B).

- a) Company Background & Relevant Experience
- b) Key Personnel and Organizational Chart
- c) Understanding of the Project, Work Plan and Schedule

### **2. Pricing**

Each quotation must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

### **3. Other Mandatory Submission Requirements**

N/A

## D. MANDATORY TECHNICAL REQUIREMENTS

N/A

## E. PRE-CONDITIONS OF AWARD

1. Signed Agreement – Appendix A – Form of Agreement;
2. Current insurance certificate that includes at a minimum, the requirements as outlined in Appendix A – Form of Agreement;
3. Electronic Funds Transfer Form; and
4. Valid Workplace Safety and Insurance Board Certificate (WSIB) of Clearance.

## F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
<b>1. Company Background &amp; Relevant Experience (35 points)</b>		<b>70%</b>
a) Company Background	5	
b) Ability and Experience – Narrative	5	
c) Relevant Project Examples	10	
d) References (as provided in item c) above)	15	
<b>2. Key Personnel &amp; Organizational Chart (10 points)</b>		
a) Key Personnel	5	
b) Organizational Chart	5	
<b>3. Understanding of the Project, Work Plan &amp; Schedule (25 points)</b>		
a) Understanding of the Project	15	
b) Work Plan	10	
<b>Rated Criteria</b>	<b>70</b>	<b>70%</b>
<b>Pricing (See Appendix G for details)</b>	<b>70</b>	<b>N/A</b>
<b>Total Points</b>	<b>140</b>	<b>N/A</b>

## Quotation Content for Non-Price Criteria

Each proponent must provide the following content in their quotation, as succinct and concise as possible:

### 1. Company Background and Relevant Experience (35 Points)

- a) **Company Background** - Provide a detailed outline of your company background, main discipline(s), secondary discipline(s) if applicable, and at a minimum include the number of employees and years in business; (5 points)
- b) **Ability and Experience – Narrative** (5 points):
  - i. Provide a detailed outline of relevant experience and how the experience relates to the work detailed in the Deliverables within this RFQ. The experience narrative should tie directly into the Relevant Project Examples that are provided in the submission;
  - ii. Articulate key lessons learned on prior projects and how your company would apply those to this project and why;
  - iii. Provide what your firms competitive edge is over others; and
  - iv. In review of the RFQ, outline any critical factors that will enable this project to be successful if your company is selected and why.
- c) **Relevant Project Examples** - Provide details of a minimum of three (3) project examples of relevant ability and experience. Two (2) of the project examples must be from separate clients other than the Township that are completed and demonstrate a similar scope as specified in the Deliverables from within the previous three (3) year period from the issuance of this RFQ document. Where the respondent has provided previous service to the Township of Ramara, the respondent **must** include that project example for their third reference. (10 points)
- d) **References** - References should be the same as provided in the relevant project examples in item c) above. The Proponent will provide the name, title, phone number, and email of each contact for the projects above. The references will be contacted to answer a set of prescribed questions, of which a score will be attributed. Evaluation will be based on averaging the scores provided back from the references. (15 points)

The Township of Ramara reserves the right to check other references other than listed herein.

### 2. Key Personnel and Organizational Chart (10 points)

- a) **Key Personnel** - Provide an outline of the key personnel and any sub-consultants, if applicable, that will be assigned to the project, and include what their roles will be, any applicable credentials, years they have worked in the specific role being proposed in this project, years experienced in the field and years worked for the company. (5 points)
- b) **Organizational Chart** - Provide an Organizational Chart for the proposed project team that will be assigned to this project and include names, titles, and reporting relationships.

Any sub-consultants included on the project team should also be included in the Organizational Chart. (5 points)

### 3. Understanding of the Project, Work Plan and Schedule (25 points)

- a) **Understanding of the Project** - Provide in detail, your company's understanding of the project, project objectives, identified or anticipated challenges, risks, and areas of opportunities; (15 points)
- b) **Work Plan** – The work plan should include at a minimum, key tasks to be completed for the project which should match the tasks listed in the proponent's project schedule. The work plan should include if applicable, a section which identifies all relevant materials and background information that may be required from the Township and the time commitment (number of hours) anticipated from Township staff throughout the project. In addition, provide supportive reasoning on the proposed approach and how your company plans on addressing any identified or anticipated challenges, risks, and opportunities; (10 points)

## G. PRICE EVALUATION METHOD

Pricing is worth 70 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information on the form provided in Appendix C – Unit Prices.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

**APPENDIX C – UNIT PRICES**

Description	Unit Price (\$/m3)
Loading, Unloading and Transport of Wastewater Effluent	\$_____/m3

Quotation price shall be good until \_\_\_\_\_, 2025