
Development and Infrastructure Department

REQUEST FOR QUOTATION

Contract # PD-01-2026

Sealed Quotations for: 2026 Engineering Peer Review (File OP-1/26 & Z-1/26)

As Described Herein and Addressed:

Attention Clerk, Ramara Township
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0

Please submit completed Quotation in person or by mail in a sealed envelope quoting the above quotation number and closing date.

Electronic Submissions will also be accepted and may be forwarded to both clerks@ramara.ca and infrastructure@ramara.ca, and shall include all pages of the submission, as well as all supporting documentation. Please include the Contract ID in the subject line of the email.

SUBMISSION DEADLINE

| | |
|--------------------------------------|-----------------------------------------------------------------------------------------------------|
| DATE: | July 15, 2026 |
| TIME: | 10:00 AM Eastern Local Time |
| QUESTION SUBMISSION DEADLINE: | July 3, 2026 |
| | 11:00 AM Eastern Local Time |
| PUBLIC OPENING: | No |
| LOCATION: | Township of Ramara Administration Building Box 130, 2297 Highway 12, Brechin, ON L0K 1B0 |

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Corporation of the Township of Ramara reserves the right to accept or reject all or part of any Submission and reserves the right to accept other than the lowest quotation and to cancel this RFQ at any time.

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1. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Addendum”** means a written change, addition, alteration, correction or revision to a submission, Quotation or contract document. Addendum/Addenda may be issued

following a pre-submission site meeting/conference or as a result of a specification or work scope change to the solicitation.

2. **“Consultant”** means the Proponent selected by the Township to enter into a Contract for the provision of the Services.
3. **“Contract”** means an agreement to be signed between the Owner and a Proponent pursuant to the submission process.
4. **“Contract Administrator”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
5. **“Closing Time”** Time and Date of Submissions has the meaning ascribed thereto in section ii of these instructions to Proponents.
6. **“General Manager, Development and Infrastructure”** means `the General Manager, Development and Infrastructure for the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.
7. **“Month”** means the calendar month.
8. **“Project”** means the peer review of materials associated with the Official Plan Amendment (OP-1/26) and Zoning By-law Amendment (Z-1/26).
9. **“Proponent(s)”** means a person, firm, or legal entity that submits a Submission in response to this Request for Quotation, prior to the award of a Contract.
10. **“Request for Quotation”** means the Request for Quotation document issued by the Township.
11. **“Services”** means the engineering peer review services described in this RFQ and any additional services authorized by the Township.
12. **“Submission”** means all documents, forms, pricing, information, and supporting materials submitted by a Proponent in response to this Request for Quotation, including any clarifications or revisions submitted prior to the Submission Deadline.
13. **“Submission Deadline”** is the closing date and time that is provided in the Request for Quotation document that a Proponent’s submission must be received by the Township.
14. **“Submission Price”** means the total price proposed by a Proponent in its Submission for the performance of the Work.

2. RFQ OVERVIEW AND REQUIREMENTS

2.1 INTRODUCTION

The Corporation of the Township of Ramara (the “Township”) is seeking Quotations from qualified engineering consulting firms to undertake an independent peer review of engineering and technical materials submitted in support of an Official Plan Amendment (OPA) and Zoning By-law Amendment (ZBA) application.

The purpose of this assignment is to provide the Township with an objective, technical evaluation of submitted materials to support informed planning recommendations and decision-making. This RFQ is intended to retain a consultant with demonstrated expertise in complex, multi-disciplinary reviews associated with aggregate resource development applications.

2.2 FORM OF SUBMISSION

All quotations must clearly marked with **2026 Engineering Peer Review (File OP-1/26 & Z-1/26)**

2.3 TIMELINE

| Steps in RFQ process | Date | Time (if applicable) |
|-------------------------|---------------|----------------------|
| RFQ Posting | June 22, 2026 | |
| Deadline for Questions | July 3, 2026 | 11:00 a.m. |
| Deadline for Addenda | July 7, 2026 | 4:30 p.m. |
| Deadline for Submission | July 15, 2026 | 10:00 a.m. |
| Anticipated Start Date | Early August | |

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

2.4 SUBMISSION DEPOSIT

A submission deposit is not required for this Quotation.

2.5 FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the “*Municipal Freedom of Information and Protection of Privacy Act.*”

2.6 BRIBERY/FRAUD

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee of The Township, or to commit fraud, the Township shall be at liberty to cancel the prospective consultant’s submission or contract.

2.7 PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township. The Township has assessed the applicability of the *Buy Ontario Act, 2025* and associated regulations and directives to this procurement. Based on the nature, value, and/or circumstances of this procurement, it has been determined that the requirements do not apply. Proponents should not assume that any Ontario preference or requirement under the Act will be incorporated into this procurement process.

2.8 INSURANCE

The Proponent(s) shall, at their own expense, obtain and maintain throughout the duration of the Project all insurance coverage necessary and appropriate for a prudent consultant undertaking a similar project. Such insurance shall be secured with insurers acceptable to the Township and shall include any types of coverage that the Township may require:

- a) Commercial General Liability Insurance in the joint names of the Proponent and the Township with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of no more than Five Hundred (\$500.00) Dollars, including not less than Five Million (\$5,000,000.00) Dollars for products and completed operations coverage in the aggregate;
- b) Errors and Omissions Insurance for Professional Liability in respect of the services to be performed hereunder in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence;
- c) The policy shall provide that in the event of loss or damage, payment shall be made to the Township and the Proponent jointly or as their respective interest may appear;
- d) The Proponent will be responsible for deductible amounts under the policies; and
- e) The Proponent shall deliver all other insurance as reasonably required by the Township.

2.9 CERTIFICATE OF INSURANCE

Before beginning the project, the successful Proponent shall provide to the Township valid Certificate of Insurance, and any replacements thereof that references the project and confirms the coverage's identified in Section 2.8 naming the Township as additional named insurers. The successful Proponent shall provide the Township with a copy of the Policy if requested by the Township and any renewal or replacement Certificates as may be necessary.

2.10 ASSIGNMENT OF CONTRACT

The Proponent(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

2.11 SPECIFICATIONS

The Township has received applications for an Official Plan Amendment and Zoning By-law Amendment related to a proposed licensed quarry under the Aggregate Resources Act. The quarry will operate as a below the water table quarry, with a 43.3 hectares licence boundary and 34.4 hectares proposed for extraction. The maximum annual haulage amount is proposed to be 500,000 tonnes annually.

The application includes a range of studies and reports, including:

- Planning Justification Report
- Aggregate Resources Act Site Plan
- Level 1 and 2 Hydrogeological Assessment
- Natural Environment Report
- Traffic Impact Study
- Noise Impact Assessment
- Stage 1 & 2 Archaeological Assessment
- Cultural Heritage Screening Report
- Blasting Impact Analysis
- Maximum Predicted Water Table Report

The Township requires independent engineering peer review services to assess the adequacy, accuracy, and completeness of the following materials to support the review of the planning application:

- Aggregate Resources Act Site Plan
- Level 1 and 2 Hydrogeological Assessment
- Natural Environment Report
- Traffic Impact Study
- Noise Impact Assessment
- Blasting Impact Analysis
- Maximum Predicted Water Table Report
- Other materials supporting the above noted studies as required

The above noted studies are included with this Request for Quotation. If a Proponent requires additional documentation to support their submission they can request so through questions and the materials, as available, will be provided through addendum.

2.12 SCOPE OF WORK

The selected consultant will be responsible for, at minimum:

a) General Review

The consultant will:

- Review all engineering and technical reports submitted with the application
- Assess conformity with:
 - Applicable municipal standards
 - Provincial Acts, Policies and guidelines
 - Industry best practices
- provide a technical critique of submitted materials
- identify deficiencies, inconsistencies, and risks
- evaluated assumptions and methodologies

The scope does **not** require full independent re-modelling unless specifically identified by the consultant as necessary to validate conclusions.

Site visits are not mandatory unless deemed necessary by the consultant and approved by the Township.

b) Technical Review Areas

- Hydrogeology and groundwater impacts
- Surface water / drainage / stormwater
- Traffic and transportation impacts
- Noise and vibration (including blasting impacts)
- Land use compatibility
- Review of assumptions, modeling methodologies, and conclusions

c) Deliverables

The consultant will provide:

- Written peer review memorandum(s) identifying:
 - Key findings
 - Deficiencies or concerns
 - Required revisions or additional information
- Consolidated comment letters suitable for circulation
- Attendance at:
 - Internal staff meetings
 - Agency meetings (if required)
 - Council or public meetings (if required)

Deliverables should:

- Clearly distinguish between:
 - Acceptable items
 - Deficiencies
 - Required revisions
- Be structured for direct circulation to applicants/agencies
- Use a consistent and traceable comment format

d) Ongoing Review / Iterations

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- Review subsequent resubmissions
 - Provide follow-up comments and clearance recommendations

e) Deliverables and Timeline

The Township requires timely review to support the active planning process. Proponents must demonstrate their ability to meet the following timelines:

f) Initial Review

1) High-level comments within **3–4 weeks** of complete submission

- Comments should identify:
 - Major issues or areas of concern
 - Key information gaps
 - Immediate concerns requiring early resolution

g) Detailed Technical Review

- Full technical review within **7-8 weeks**
- The detailed review shall include:
 - Full technical analysis
 - Written comment memorandum(s) suitable for formal circulation
 - Clear recommendations for revisions, additional studies, or conditions

h) Subsequent Reviews

- Follow-up reviews within **2-3 weeks**

i) Meetings and Support

The consultant shall:

- Be available for meetings with Township staff throughout the review period
- Attend public meetings or Council meetings, if required
- Provide timely clarification of comments as requested
- The consultant will act in an advisory capacity. All correspondence to the applicant will be issued by the Township unless otherwise directed

j) Proponent Commitment

Quotations must clearly confirm:

- Ability to meet the above timelines
- Staff availability over the duration of the assignment

2.13 AWARD OF QUOTATION

- a) The Township reserves the right, in its sole discretion, to reject any or all submissions, and the lowest or highest quotation, as the case may be, will not necessarily be accepted.

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- b) Notwithstanding and without restricting the generality of the statement immediately above, the Township of Ramara shall not be required to award or accept a submission, and may choose to either cancel the call for submissions or recall the submissions at a later date:
- i. when only one submission has been received as the result of a submission call;
 - ii. where the lowest responsive and responsible proponent substantially exceeds the estimated cost of the goods or service;
 - iii. when all submissions received fail to comply with the specifications of submission terms and conditions;
 - iv. when a change in the scope of work or specifications is required.
- c) Quotations will be evaluated based on weighted criteria (See Section 2.18). The Township reserves the right to reject any or all quotations and is not obligated to accept the lowest price. Only submissions that are deemed to be compliant with the Submission requirements shall be considered.
- d) Pricing includes two (2) components – required works and hourly rates. The hourly rates are provided as provisional items and shall not be considered as part of the evaluation. For greater clarity, no guarantee of any volumes of work shall be considered for the hourly (provisional) rates.

2.14 PAYMENT

Payment at the Quotation price shall be paid upon submission of invoice, no more frequently than once per month per location, and upon review and approval by the Township.

2.15 TERM OF CONTRACT

The contract will continue until completion of the peer review process, including review of resubmissions.

Attendance at Ontario Land Tribunal (OLT) hearings, if required, will be:

- Paid on a time-and-material basis using submitted hourly rates
- Subject to Township authorization

2.16 MANDATORY SUBMISSION REQUIREMENTS

Submissions must include the following:

1. Cover Letter

- Signed by authorized representative
- Confirmation of understanding and availability

2. Firm Experience

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- Summary of relevant projects (last 5–10 years)
 - Minimum 3 similar projects required
 - Include:
 - Project name
 - Client
 - Scope
 - Outcomes

3. Project References (Minimum 3)

Provide:

- Client name
- Contact person
- Email and phone number
- Brief description of services provided

4. Project Team and Qualifications

Include:

- Organizational chart
- Roles and responsibilities
- CVs of key personnel (max 2 pages each)
- Identification of Project Manager

5. Methodology / Approach

- Understanding of assignment
- Review approach
- Risk identification strategy

6. Work Plan and Timeline

- Detailed schedule showing:
 - Initial review
 - Detailed review
 - Resubmission reviews
- Must align with Township timelines

7. Pricing Submission

- Completed Schedule of Prices and Fees (Section 2.17)

8. Subconsultants (if applicable)

- List and roles

Proponents are encouraged to identify key risks or considerations relevant to this type of application.

2.17 PRICING

Pricing shall include the lump sum fee for required scope and hourly rates for additional services

Schedule of Prices and Fees (Required Form)

Proponents must complete the following pricing table:

| Description | Fee (CAD) |
|----------------------------------|-----------|
| Lump Sum Fee: Full Scope of Work | \$ |
| Hourly Rate: Senior Staff) | \$/hr |
| Hourly Rate: Intermediate Staff | \$/hr |
| Hourly Rate : Junior Staff | \$/hr |
| Hourly Rate : Administrative | \$/hr |
| Disbursements (if applicable) | \$ |

Notes:

- Lump sum must include all deliverables outlined in the RFQ.
- Hourly rates apply to:
 - Additional review beyond third submission
 - Additional meetings
 - OLT proceedings
- HST must be shown separately.

2.18 EVALUATION CRITERIA

Quotations will be evaluated using the following criteria:

| Criteria | Weight |
|-----------------------------|--------|
| Price | 50% |
| Relevant Project Experience | 25% |
| Team Qualifications | 15% |
| Ability to meet timelines | 10% |

Only compliant submissions will be evaluated.

2.19 QUALIFICATIONS

The Proponent shall be a company of recognized standing at least three (3) years' experience in this type of work and have the necessary credentials to carry out the work adequately.

2.20 SUB-CONSULTANTS

List of Subconsultants

The Proponent shall provide with their submission a complete list of all subconsultants proposed to be employed in the performance of the Work, including the nature and scope of each subconsultant. The Owner reserves the right to reject any proposed subconsultant and require the Proponent to substitute an acceptable subconsultant at no additional cost.

Changes to Subconsultants

No changes to the list of subconsultants will be permitted without the prior written consent of the Owner. Such consent shall not be unreasonably withheld.

Responsibility

The Proponent acknowledges that they remain fully responsible for the acts and omissions of their subconsultants and for the satisfactory performance of all work, regardless of sub consulting arrangements.

2.21 LOBBYING

In order to ensure fairness to all Proponents, the Township must endeavour to prevent unfair advantage created by lobbying. Therefore, the Township reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive quotation process between a date that is no later than the date of issue of the RFQ and the date of signing of a contract between the Township and the Successful Proponent(s). The Township may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the Township, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a) Verbal or written communication with or to any Township staff other than those identified as contacts in this RFQ in respect of this RFQ.
- b) Verbal or written communication with or to any Township Council member in respect of this RFQ.
- c) Verbal or written communication with or to the Member of Parliament, Members of Provincial Parliament or any related government ministries in respect of this RFQ.
- d) Verbal or written communication with or to any staff of the Premier's Office, Cabinet Office or any other member of Cabinet or equivalent federal counterpart in respect of this RFQ.
- e) Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection Committee except where authorized by such Councillor.
- f) Verbal or written communication with or to any member of the RFQ Evaluation and Selection Committee other than those identified as contacts in this RFQ.

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- g) Direct or indirect requests by the Proponent to any person, organization, or group to provide a written or verbal expression of support not required by this competitive quotation process to any member of the Evaluation and Selection Team or Council.
 - h) Verbal or written communication with or to media organizations. Direct or indirect offers of gifts of any kind or value to any Township representative or personnel.

2.22 COMMUNICATION AFTER ISSUANCE OF RFQ

a) 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.

b) Blackout Period

The Township prohibits communications with respect to this quotation opportunity initiated by a Proponent to any Township official, consultant or employee for the period of time from the date of issuance of the RFQ 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 RFQ process.

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

c) 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 issues by the Township.

d) 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.

e) Verify, Clarify, and Supplement

When evaluating quotations, the Township may request further information from the proponent or third parties 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 raking based on any such information.

2.23 CONFLICT OF INTEREST NO USE OR INCLUSION OF RESTRICTED PARTIES

Restricted Parties are not eligible to advise any Proponent in the RFQ selection process and must not participate as an employer, advisor, consultant, investor, member or any other Township whatsoever with any Proponent. The Township may, in its sole and absolute discretion, disqualify a Proponent who uses any matter including in its Quotation or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.

Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFQ evaluation team, the Township, its officers and directors and Council members or any members of Council of any of the member municipalities of the Township. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.

Neither The Township nor any of its employees, advisors, directors, officers and representatives are liable to any Proponent for any claims, whether for the cost of preparation of the Quotation, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.

Quotations may be disqualified at the sole and absolute discretion of the Township if: a) the Restricted Party is acting as an advisor or member of the Proponent's team; b) the Proponent makes contact with any person who the Proponent is prohibited by the RFQ from contacting; c) they include a false or misleading statement, claim, warranty or representation.

2.24 QUOTATION PRICES:

1. Quotation prices must be valid for 90 days after the Quotation closing date stated herein.
2. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.
3. The total price and payment is to be shown and made in Canadian Funds.
4. No extra charges will be permitted unless written authorization is obtained from the Township.

Time shall be of the essence for any work to be done as a result of this Quotation. Failure of a Proponent to perform the contract within the time specified or within a reasonable time, as determined by the Township of Ramara, will constitute authority for the Township of Ramara to cancel or terminate such contract and assign the work to be done to another Proponent without obligation to the Proponent under the cancelled contract. The Township shall be entitled to all remedies against the Proponent including damages for failure to complete the contract, or for default under it.

The Proponent warrants that the services supplied to the Township of Ramara conform in all respects to the standards set forth by Federal and Provincial 24 Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

No Proponent is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the RFQ document.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Proponents, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the King's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

The submission of a Quotation shall be deemed proof that the Proponent has satisfied himself/herself as to all the provisions of the Quotation, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the Quotation; and no claims will be entertained by the Township of Ramara based on the assertion by the Proponent that he/she was uninformed as to any of the requirements of the Quotation.

In case of default from the Proponent, the Township of Ramara reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Proponent. The Proponent agrees to indemnify and save harmless the Township of Ramara and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her Quotation or the performance of any of the terms of his/her Quotation or in any way incidental to the Quotation.

This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Proponent or any of his/her employees during the performance and fulfillment of this Quotation. Should the Township of Ramara receive any demand or claim arising out of the performance of this Quotation, the Proponent shall pay to the Township of

Ramara such claims. The Proponent shall also pay to the Township of Ramara any demand, cost, charge, damages or expenses which may be paid or incurred by the Township of Ramara or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the Township of Ramara or its officers, servants and agents, and any monies payable by the Proponent under the terms and conditions of this Quotation may be deducted from monies payable under this Quotation which are then remaining in the possession of the Township of Ramara on account of this Quotation, and to any court of competent jurisdiction as monies paid on behalf of the Proponent.

2.25 FORCE MAJEURE

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 if a reasonable businessperson 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 this 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 for 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.

2.26 WARRANTIES

The Proponent warrants and represents that the Services will be completed in accordance with the requirements of the Contract and the RFQ will operate without error and be free from defects and material, design and workmanship and will be fit for the purpose for which it was intended.

Notwithstanding any prior use of the Services or any part thereof, the Proponent shall repair, remediate, replace, and expense any of the Services which are defective which have failed to conform to the requirements of the services as set out in the Contract, as a result of the fault of the Contractor or the negligence of the Contractor. Any software shall be free from any technology or coding which would cause harm to the confidential integrity or availability of the software, or the system in which it operates will not contain any viruses or malware or other viruses, worms, software locks, trojan horse regimes, trap doors, time bombs, or other disabling mechanism. This warranty shall survive for a period of twenty four (24) months, following the final acceptance of the Services and deliverables by the Township. In the event notice is given

to the Proponent of any breach of the warranty 26 within such twenty-four (24) month period, it shall be corrected and the obligation to survive past the twenty-four (24) month period.