

REQUEST FOR TENDER
RFT No. AM-2026-03



GRAVEL MAINTENANCE IN 2026

TENDER CLOSING DATE: Wednesday February 25th, 2026 by 12:00 p.m.

**Tenders are to be submitted electronically using Bids & Tenders
Bidding System (Bids and Tenders) ONLY.**

Administrator for this Tender is:

Procurement Services, County of Middlesex
Email: procurement@middlesex.ca
399 Ridout Street North, London ON, N6A 2P1

Tender enquiries are to be submitted **only** through the Bidding System by:
Wednesday February 18th, 2026 at 12:00 p.m. EST

1.0 **DEFINITIONS**

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Request for Tender:

- 1.0 **“Administrators”** means the staff administrators of this RFT or their respective designates.
- 1.1 **“Bid” or “Bid submission” or “Tender”** means an offer from any individual, person or entity submitted in response to this RFT in 2026, which is to be held open for the consideration of the Township and may be accepted or denied by the Administrator at the discretion of Township.
- 1.2 **“Bidder”** means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 1.3 **“Bidding System”** means the tool available to Tenders to submit procurement responses to this RFT, which is managed and administered by an independent third party, Bids & Tenders (bidsandtenders.ca).
- 1.4 **“Council”** means the Municipal Council for the Township of Adelaide Metcalfe.
- 1.5 **“Closing Date and Time”** means February 25th, 2026 at 12:00 p.m. EST.
- 1.6 **“Contract”** means a potential agreement to provide Products and Application for dirt road maintenance in 2026, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the sole discretion of Council.
- 1.7 **“Crushed Granular Gravel”** means approximately 12,000 tonnes of crushed granular gravel that shall be supplied, delivered and spread on the Township roads identified in the Location Map attached to this RFT as Appendix “C”.
- 1.8 **“Form of Potential Contract”** means the Form of Potential Contract attached to this RFT as Appendix “D”.
- 1.9 **“Location Map”** means the Location Map attached to this RFT as Appendix “C”, which identifies the Township roads where the Crushed Granular Gravel shall require application in 2026.
- 1.10 **“Products and Application”** means products for dirt road maintenance identified in the Special Provisions of this RFT (Appendix “A”) to be applied in 2026 to the Township roads identified in the Location Map of this RFT (“Appendix “C”).
- 1.11 **“Recommendation”** means a recommendation by the evaluation committee of this RFT, which is a recommendation only, and which the Township may approve or disapprove at its discretion.

- 1.12** “**RFT**” means Request for Tender # AM-2026-03.
- 1.13** “**RFT Documents**” means Request for Tender # AM-2026-03, inclusive of all of its Appendices.
- 1.14** “**RFT Response Form**” means the RFT Response Form attached to this RFT as Appendix “B”.
- 1.15** “**Special Provisions**” means the special provisions forming part of this RFT as Appendix “A”.
- 1.16** “**Standard Specifications**” means the Ontario Provincial Standard Specifications #1010 for product and application and #102 for weighing, which are incorporated by reference into this RFT, and other specifications referenced in the Special Provisions (Appendix “A”) of this RFT.
- 1.17** “**Township**” means the Corporation of the Township of Adelaide Metcalfe.
- 1.18** “**Upset Limit**” means the amount of the Total Bid identified in a Contractors Tender which is not to be exceeded in the supply and deliver the one Crushed Granular Gravel required by this RFT.

2.0 BACKGROUND AND OBJECTIVES OF THIS RFT

- 2.1** The Township of Adelaide Metcalfe is seeking Bids from qualified Respondents for the potential provision of Crushed Granular Gravel product for dirt road maintenance, with specifications aligning with Ontario Provincial Standard Specifications #1010 identified in the Special Provisions of this RFT (Appendix “A”) to be applied in 2026 to the Township roads identified in the Location Map (Appendix “C”).

The estimated quantities of products required for dirt road maintenance in 2026 can be found in the 3a.i Tender Pricing table on the Bidding System. Bidders must complete this table as part of their bid submission.

The Bidder acknowledges that the quantities listed in in the 3a.i Tender Pricing table on the Bidding System represent good faith estimates of the quantities required by the Township for the potential contract term. The Bidder further acknowledges that these estimates are based on the information available to the Township at the time of issuance of this RFT and may be subject to change. In submitting a Bid, the Bidder agrees that in the event the Township enters into a Contract with a Bidder by passing a resolution and by-law to agree to the provision of goods and services by a Contractor, the Bidder will provide the Products and Application at the price contained in the Bidder’s Bid and in such quantities and at such intervals as requested by the Township on an as-needed basis during the 2026 calendar year. For greater certainty, the quantity of Crushed Granular Gravel required in 2026 may be more or less than listed in the 3a.i Tender Pricing table on the Bidding System and such changes shall not in any way limit or alter the Bidder’s obligation to provide the Products and Application at the price contained in the Bidder’s Tender.

Without limiting the foregoing, the Bidder acknowledges and agrees that the Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party, resulting from changes to quantities listed on the in the 3a.i Tender Pricing table on the Bidding System required by the Township.

Bidders, in submitting their respective Bids, agree that each of their respective Bids are offers to provide the Products and Application as defined in this RFT at the price per tonne set out in their respective Bid Submission, which they will hold open and honour in the event Council accepts by passing a resolution and by-law to enter into a Contract with a Bidder.

Bidders, in submitting their respective Bids, acknowledge and agree that in the event a recommendation of a potential contract is made by the staff Administrator of this RFT to Council, that no Contract to provide Products and Application in Adelaide Metcalfe is formed and that no Contract to provide the Products and Application is formed unless a resolution and by-law is passed by Council authorizing a Contract, which Council may or may not pass at its discretion (see Section 4 of this RFT).

If successful, Bidders acknowledge that they are to supply and deliver the Township a five thousand dollar (\$5,000.00) certified cheque as a deposit within seventy-two (72) hours of receiving notice of award.

The successful Bidder shall forfeit the entire deposit if, by sole discretion of the Township, they do not perform their duties as indicated by this Tender or subsequent contractual agreement.

2.2 PROCEDURE AND ADMINISTRATION OF THE RFT

2.3 Mandatory Requirements: Mandatory requirements are expressed in this RFT using terms such as “**must**” or “**shall**” and are followed by the letter (**M**) in section 3 of this RFT. These mandatory requirements will be understood to constitute imperative requirements of the Township with respect to this RFT. Bidders are required to provide a clear response to each mandatory requirement item in their Tender. If a mandatory requirement is not provided in a Tender, that Tender will be considered non-compliant with this RFT and will be unable to be evaluated/scored under the scoring criteria unless the doctrine of substantial compliance is deemed to apply by the Township in its sole and absolute discretion.

2.4 Rated Requirements: Bids will be evaluated and scored in accordance with the scoring criteria set out in section 3.1 of this RFT. “**Rated**” requirements in this RFT are followed by the letter (**R**) in section 4 of this RFT and will be scored under the scoring criteria assessed/scored as set out in section 3.1 of this RFT.

2.5 Doctrine of Substantial Compliance: While it remains the Township’s prerogative in its absolute and sole discretion to exclude any Bid from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right in its absolute and sole election to determine that a

proposal substantively complies with a mandatory requirement. In such a case, **“Substantive Compliance”** shall mean where the solution proposed or the proposal itself:

- I. accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
- II. the degree that the Bid is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFT.

3.0 MANDATORY AND RATED REQUIREMENTS

There are six (6) mandatory **(M)** requirements for bidding in this RFT, one (1) of which are rated **(R)** in the scoring criteria set out in section 3.1:

a) Pricing Model (M)(R)

- i. Complete the **3a.i “Tender Pricing”** table on the Bidding System. Pricing submitted are to include all costs in association with providing services for this Request for Tender. The Township shall not be billed beyond the pricing submitted in tables 3a.i unless those additional services/expenses are agreed upon in writing prior to taking place.
- ii. The price submitted for this project shall identify any all taxes that would be required to be paid by the Township of Adelaide Metcalfe, including Harmonized Sale Tax (“HST”), duties and excise taxes, however the cost of taxes must be clearly identified and distinguishable from the overall price.
- iii. Prices quoted shall be for a firm fixed price without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

b) Specification Compliance – Special Provisions (M)

Bidders Must **(M)** confirm their capacity to adhere to all specifications outlined in Appendix ‘A’, which will be implemented as indicated in the map in accordance with the guidelines in Appendix ‘C.’ To confirm such, Bidders are required to complete the RFT form in Appendix ‘B’ in full, ensuring that all mandatory fields are properly filled and submit the completed form on the Bidding System.

c) References (M)

Bidders are to provide at least three (3) relevant references of similar scope of work as this RFT that have been completed within the past five (5) years and complete table 3c “References” in the Bidding System.

d) Type of Equipment (M)

Bidders are to complete table 3d “Type of Equipment” in the Bidding System.

e) Sub-Contractors List (M)

Bidders are to complete table 3e “Sub-Contractors List” in the Bidding System.

f) RFT Response Form (M)

Bidders are to complete and submit the RFT Response Form in Appendix ‘B’ as part of their Tender Submission on the Bidding System.

3.1 Bids to this RFT will be scored in accordance with the following scoring criteria:

<i>ITEM</i>	<i>SCORING CRITERIA</i>	<i>SCORING WEIGHING</i>
1.	Lowest Compliant Tender Price of Selected Option	100%
		100%

4.0 NATURE AND INTERPRETATION OF THIS RFT

- 4.1** This RFT does not commit the staff Administrator of this RFT to making a recommendation to the Township and does not require the Township to approve a Contract with a Bidder. As confirmed by the “Acceptance and Rejection of Bids” section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Tender for the supply and delivery of one new Crushed Granular Gravel.
- 4.3** In the event that all Bids are rejected by the Township or this RFT is cancelled without the Township passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, its respective, Mayor, councilors, members,

employees, officers, directors, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.

- 4.4** The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not the Township passes a resolution and by-law to enter into a Contract is entirely at the discretion of Township and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the staff Administrator of this RFT, such recommendation is non-binding and is subject to the Township's consideration.
- 4.5** In the event the Township considers but does not approve a recommendation made by the staff Administrator of this RFT for any reason whatsoever and the Township proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of the Township's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

5.0 ACCEPTANCE AND REJECTION OF BIDS

- 5.1** The Township reserves the right in its sole and absolute discretion to:
- (a) Make public the names of any or all Bidders;
 - (b) Verify with any Bidder or with a third party any information set out in its Bid;
 - (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
 - (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;
 - (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable

projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;

- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to the Township any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFT or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. The Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township's express or implied rights under this RFT.

6.0 LEGAL CLAIMS

6.1 No Tender will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by the Municipal Council.

7.0 QUESTIONS

7.1 In the event any Tender has clarification question(s) on the requirements for the submission of a Tender pursuant to this RFT or believe that any Mandatory

Requirements or rated scoring criteria is not appropriate in the industry or for any other reason, such questions or concerns must be submitted on or before **Wednesday February 18th, 2026 at 12:00 p.m.**, so that they can be considered by the Township in addendum. Answers to all clarification questions or concerns with respect to the submission of a Tender will be provided in an addendum. Only questions requesting clarification on the requirements for the submission of a Tender or expressing concerns will be answered. In the event a Bidder misses the question period deadline and submits a Bid, they will be deemed to understand all requirements of this RFT and to have no objections or concerns with the RFT.

8.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES

- 8.1** In accordance with the Ontario *Human Rights Code* (“**HRC**”), *Ontarians with Disabilities Act, 2001* (“**ODA**”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 8.2** If a Bidder requires this RFT in a different format to accommodate a disability, the Tender must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

9.0 SUBMISSION OF TENDERS

9.1 Electronic Access to Tender Documents, including Addenda

This RFT is posted on the Bids and Tenders Website, (bidsandtenders.ca). Tender documents are administered through the Bidding System only, which is managed and administered by Bids and Tenders (bidsandtenders.ca), a third party retained by the County of Middlesex on behalf of the Township to manage bids and tenders through the Bidding System from the point of posting of this RFT to the Closing Date and Time. Tenders must be registered in the Bidding System to view the RFT and be notified of Addenda Documents. Amendments to this RFT will be posted to the Bidding System only in the form of Addenda. It is the sole responsibility of each Tender to check the Bidding System often to review any Addenda. The onus is unequivocally on the Tenders to ensure that they have downloaded all Addenda prior to submission of their Tenders, whether they have received notification from the Bidding System or not. Failure to acknowledge Addenda on the RFT Response Form may result in a non-compliant bid and rejection by the Township. The Township is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda which may result from the failure of a Tenders to update their contact information in the Bidding System. Bid submissions must be received no later than the Closing Date and Time.

Disclaimer

The Township makes every effort to keep the information on the Bidding System up to date and correct, and makes no representations or warranties of any kind, express or implied about the completeness, timeliness, accuracy, reliability, suitability or availability with respect to the information contained in the Bidding System for any purpose. Any reliance placed on any materials in the Bidding System is at the 100% risk of the Bidders.

Although every effort is made to keep the Bidding System up and running smoothly, due to the nature of the internet and the technology involved, the Township assumes any responsibility or liability whatsoever for any temporary interruptions to, or unavailability of the Bidding System due to any technical or other issues which are beyond the control of the Township, or for any loss, injury or damage suffered by any party which may result from accessing or using the Bidding System, or from any inability to use or access this website for any reason whatsoever. The Township will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the Bidding System and assumes no responsibility for any damages arising out of the use of the Bidding System.

9.2 Submitting Questions through Bids & Tenders

Questions related to the Tender Documents are to be submitted through the Bidding System only, by clicking on the "Submit Question" button for this specific bid opportunity.

9.3 Electronic Bid Submissions

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Township through the Bidding System. Hard copy submissions are not permitted.

Tenders are cautioned that the timing of their Tender submission is based on when the Tender is RECEIVED by the Bidding System, not when a Tender is submitted, as Tender transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that the Tenders submit their Tenders with sufficient time to resolve any issues that may arise.

Tenders should contact Bids and Tenders Support at support@bidsandtenders.ca, at least twenty-four (24) hours prior to the Closing Date and Time, if they encounter any problems.

The Bidding System will send a confirmation email to the Tender advising that their Tender was submitted successfully. If you do not receive a confirmation email, contact Bids and Tenders Support at support@bidsandtenders.ca.

Tenders may edit or withdraw their Tender submission prior to the Closing Date and Time. However, the Tender is solely responsible to ensure the re-submitted Tender is received by the Bidding System no later than the Closing Date and Time.

If a Tender has submitted a Tender prior to the Closing Date and Time and an Addenda have been issued, the Bidding System will WITHDRAW the Tender submission and the Tender status will change to "INCOMPLETE STATUS" in the "MY BIDS" section of the Bidder's Bidding System account. The Tender is solely responsible to make any adjustments to their Tender required as a result of the Addenda and ensure that the re-submitted Tender is RECEIVED by the Bidding System no later than the Closing Date and Time.

Late Tenders are not permitted by the Bidding System.

10.0 CONFIDENTIALITY/FREEDOM OF INFORMATION

- 10.1** The Tender acknowledges that any and all information relating to the business and affairs of the Township which is not a matter of public record is confidential.
- 10.2** All documentation submitted to the Township by Bidders to this RFT is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designed by Township Council to make privacy determinations in accordance with *MFIPPA* for the Township.
- 10.3** All Bids shall be submitted by the Tender on the understanding that the Bids shall become the property of the Township and may be made public by the Township as part of a public Township agenda. Should a Bidder believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Bidder does hereby fully release and hold harmless the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be

disclosed by the Office of the Privacy Commissioner.

11.0 POTENTIAL RECOMMENDATION

- 11.1** Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any bid, including the lowest bid, and subject to the Township's sole, unfettered and absolute discretion to award of any potential contract, any recommended Bid shall be the compliant Bid with the lowest price.
- 11.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Tales & Trails Initiative.

12.0 CLOSING DATE AND TIME

Tenders must be received by: 12:00 o'clock noon EST on February 25th, 2026.

APPENDIX “A”

SPECIAL PROVISIONS

1.0 STANDARD REQUIRED SPECIFICATIONS

- 1.1 The Respondent shall supply Crushed Granular Gravel for dirt road maintenance purposes governed under the Ontario Provincial Standard Specifications #1010.
- 1.2 The Respondent shall deliver product in truckload quantities to the Township, under normal conditions, given one (1) full day advance notice.
- 1.3 The Respondent shall provide, deliver, and spread gravel material in a uniform layer over the Township Roads as set out in the Location Map herein, using hopper trailers or tandem tri-axle trucks with pup trailers. If a dump box is used, the Respondent holds complete responsibility for operating safely around overhead obstructions such as power lines and trees, which forms part of this RFT.
- 1.4 The Township may request less than truckload deliveries to satisfy special situations. In such cases, the Respondent and Township will arrange mutually suitable times. If applicable, the Respondent will notify the Township in advance if any extra changes apply to cover less than truckload shipments.
- 1.5 The application(s) of any type of Crushed Granular Gravel shall meet OPSS Specification #1010 including full pressure application systems. The quote is to be based on supply and application of full truckload units.
- 1.6 For the purposes of this RFT, material required as granular “M” (OPSS Specification #1010) will be spread in a uniform layer over the road. Trucks unable to spread in a safe uniform layer will be rejected and will not continue on with the Gravel Maintenance Project at the Township’s sole discretion. All equipment must be operated in a respectable and safe manner while on Township Roads where Gravel Maintenance is applied and/or needed.
- 1.7 The material required by this RFT may be subject to testing by the Township at any point in time at its sole discretion, and the material must remain free of contaminants, such as clay and large stones.
- 1.8 Weighing shall be carried out in accordance with OPSS Specification #102. The Township requires a weigh ticket for every load. The Vendor shall not permit over loading beyond the legal limit pursuant to all applicable laws, including the Highway Traffic Act, which forms as part of this RFT.
- 1.9 A minimum daily gravel total of 1200 tonne per day must be achieved unless otherwise arranged with the Manager of Public Works. Gravel totals

exceeding 2000 tonne per day must be approved by the Manager of Public Works.

- 1.10 The Township will be responsible for dust control, signage and leveling of the material once it has been spread on the required roads pursuant to the Location Map by the Respondent.
- 1.11 The attached Location Map outlines the area in which product shall be applied pursuant to the terms and conditions contained in this RFT.
- 1.12 Product application rates, location, equipment and schedules will be approved by the Public Works Manager.
- 1.13 For the purpose of this RFT, the Respondent is not permitted to conduct the work on any weekends or statutory holiday. The work will be conducted on the application sites between the hours of 7:00 a.m. and 5:30 p.m. unless prearranged with the Public Works Manager in writing.
- 1.14 The Township reserves the exclusive right to determine the ratio of equivalency when analyzing, quoted prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

APPENDIX "B"

RFT# AM-2026-03 RFT RESPONSE FORM

GRAVEL MAINTENANCE IN 2026

1. I/We have read and understand the Township's RFT # AM-2026-03, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to supply and apply the Crushed Granular Gravel product as required under the specifications of this RFT in the event that the Township passes a resolution and by-law approving this Bid.
3. I/We have read and understand that if successful, we are to supply and deliver the Township a five thousand dollar (\$5,000.00) certified cheque as a deposit within seventy-two (72) hours of receiving notice of award.
4. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder _____

Address _____

HST # _____

TELEPHONE _____

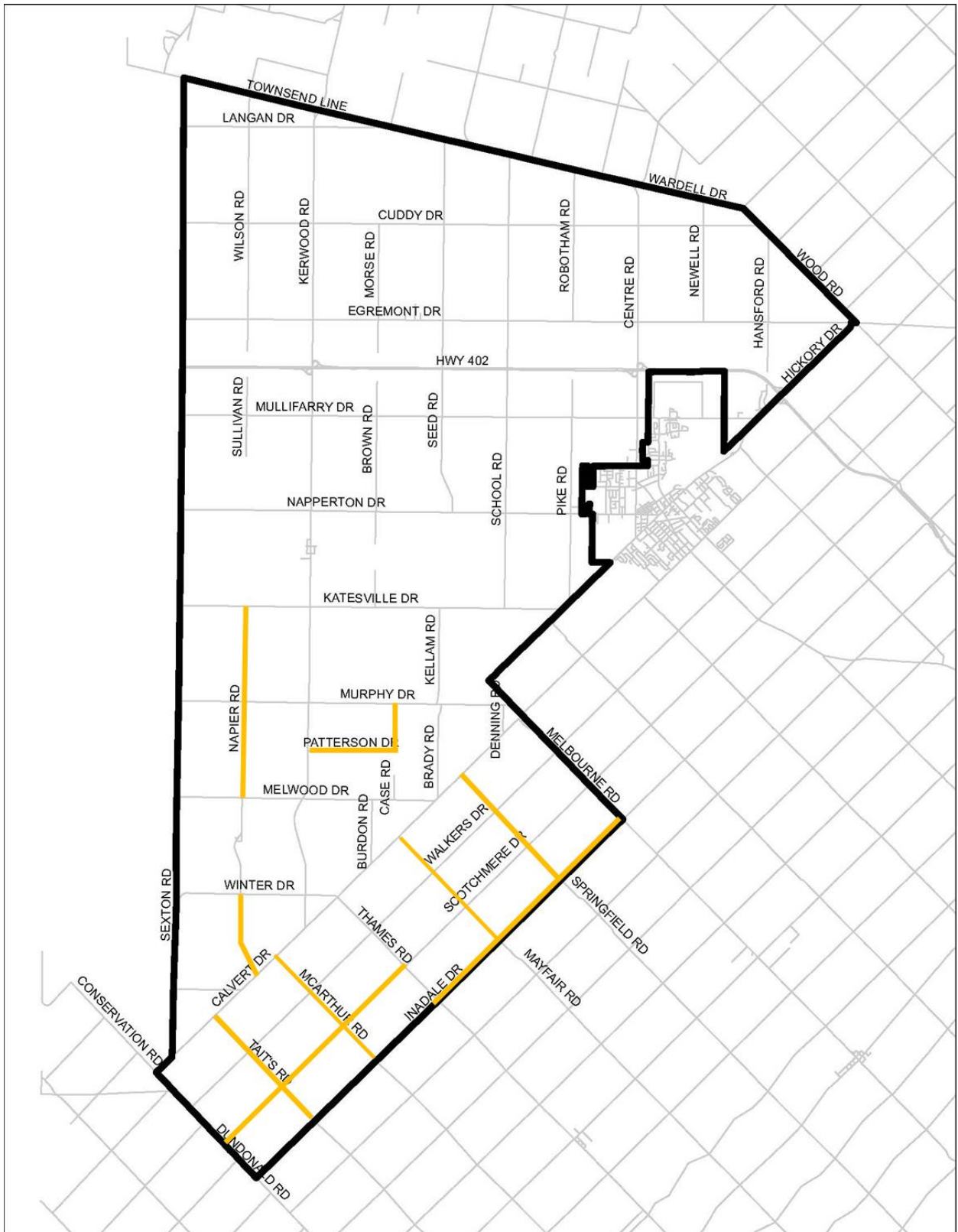
FAX _____

EMAIL _____

EMERGENCY CONTACT NUMBER _____

APPENDIX "C"

GRAVEL MAINTENANCE MAP 2026



APPENDIX "D"

FORM OF POTENTIAL CONTRACT

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT effective the ____ day of _____, 2026.

B E T W E E N:

THE CORPORATION OF THE Township of Adelaide Metcalfe
(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS, the Company and the Contractor have agreed to engage the Contractor to provide certain prescribed services to the Company for a fixed term as an independent contractor;

AND WHEREAS, the Company and the Contractor wish to set out the terms and conditions under which the Contractor will provide the prescribed services during the term of the engagement;

NOW THEREFORE, in consideration of the terms and conditions described below the Company and the Contractor agree as follows:

1. Services Engagement

1.1 The Company retains the Contractor as an independent contractor to provide the Services described in Schedules "A" and "B" for the charges set out in Article 3.0 hereof, and in accordance with all other terms and conditions of this Agreement. Schedules "A" and "B" are appended to and form part of this Agreement. All personnel of the Contractor who are assigned to perform the Services by the Contractor must be pre-approved by the Company.

1.2 The Contractor shall undertake the Services diligently, in a good, workmanlike and professional manner, in accordance with accepted industry standards, in good faith and in the best interests of the Company. The Contractor shall adhere to all applicable federal, provincial and Township laws and regulations in the provision of the Services.

1.3 The Company acknowledges and agrees that the Contractor may provide the same or similar services to other parties, provided that the provision of services to other parties does not conflict with, or in any manner detract from, the Contractor providing the Services or otherwise undertaking its responsibilities under this Agreement.

2. Term and Commitment

2.1 Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective _____ and continue in effect until _____, 2026 at which time the agreement will cease.

2.2 The Contractor shall perform the services required by this Agreement for the supply and application of the Crushed Granular Gravel product as required under the specifications of this RFT during the term of this Agreement. Due to the unique nature of this agreement, it is understood and agreed that in order to properly perform the job required, the Contractor may have to spend additional time in advance of or beyond the normal work day, and the Contractor agrees to do same as is required from time to time.

3. Charges and Payment Terms

3.1 As complete consideration for provision of the Services, the Company shall pay the lump sum rate of \$----- excluding HST as set out in the Proposal for the supply and application of the Crushed Granular Gravel product as outlined in this RFT. As a Contractor, the Contractor will not be eligible for any benefits offered by the Company.

3.2 The Contractor will be solely responsible for any of its regular business expenses which are independent of this Agreement, including office rent, utilities, telephone, insurance and other of his ongoing expenses. The Company shall also not reimburse the Contractor for costs incurred by the Contractor in performing the Services of this Agreement, including costs of travel, meals and accommodation.

3.3 Payment shall be made in Canadian currency and payable upon signoff from the Township at project completion, within thirty (30) Business Days following receipt of an invoice from the Contractor to the Company prescribing the amount earned and how it was determined. In order to process an invoice, the Company must be provided with the Contractor's HST registration number.

3.4 The Contractor shall be responsible for any tax on the income of the Contractor. Any taxes levied on such income of the Contractor shall be separately identified on any invoice submitted by the Contractor. The Contractor shall remit all taxes relating to the performance of the Services, and shall indemnify and hold the Company harmless for any costs, charges, penalties or other legal liability caused to the Company as a consequence of the non-payment or delay in payment by the Contractor of such taxes.

4. Limitation of Liability

4.1 Save for the gross negligence or willful misconduct of the Company, the Company shall not be liable for any death or injury to the Contractor, its Contractors, agents or subcontractors, or for any damage or loss to equipment or other material of the Contractor in the course of provision of Services or otherwise arising out of this Agreement.

5. Termination

5.1 This Agreement and the contractor relationship between the parties shall be terminated in each of the following circumstances:

- (a) at the option of the Company for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Contractor;
- (b) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor if the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the Contractor's property, or if the Contractor is otherwise unable to carry on business;
- (c) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor by virtue of a material breach by the Contractor of this Agreement or the attached Confidentiality and Proprietary Information Agreement signed by the parties;
- (d) at the option of the Contractor for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Company; or
- (e) by mutual agreement of the parties hereto.

5.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to those provisions intended to survive and remain in effect

6. Confidential Information

6.1 The Contractor acknowledges that, in the course of fulfilling his duties hereunder, it may have access to and be entrusted with confidential information, the disclosure of which could be detrimental to the Company. The Contractor further agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect. Accordingly, the Contractor agrees that it will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall she use, copy, transfer or destroy same, except in the normal course of work hereunder, and thereafter will not disclose or make use of same. The Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer or destruction of any confidential information.

6.2 The Contractor agrees and acknowledges that confidential information includes but is not limited to: work product whether generated by Contractor or others, internal personnel of the Company, contracts, and all information which becomes known to the Contractor, even if such information is not identified confidential if the Contractor knew or ought to have known was confidential. Confidential information does not include the general skills and experience gained during the Agreement which the Contractor could reasonably have been expected to acquire in similar work or that which was publicly known without the breach of this Agreement.

6.3 The Contractor agrees and acknowledges that all documentation containing Confidential Information in the Contractor's possession will be returned to the Company within five days of the termination of the Agreement, or upon request of the Company.

6.4 The Contractor agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either party. Further, the Contractor agrees and acknowledges that

any dissemination of Confidential Information or use of Confidential Information for personal gain will cause the Company irreparable harm that may not be compensated for by damages alone.

6.5 The Contractor acknowledges that any breach or threatened breach of this section by the Contractor will entitle the Company to terminate the Agreement for just cause immediately and without notice, and without compensation in lieu of notice.

7. Personal Information Protection

7.1 The parties acknowledge that in performance of the Services under this Agreement, the Contractor may be provided with or otherwise obtain access to personal information collected, used or disclosed by the Company for business purposes. The Contractor shall not access, use, disclose or otherwise make available any such personal information except as permitted to do so by the Company in undertaking the Services under this Agreement.

8. Recourse on Breach

8.1 The Contractor acknowledges that damages may not be a sufficient remedy for the Contractor's breach or threatened breach of this Agreement. The Contractor agrees that the Company may apply for and obtain any interim relief, including injunctive relief, which relief is in addition to such rights as the Company may have to damages arising from any Contractor breach, or threatened breach, of this Agreement.

9. Indemnification

9.1 The Contractor, at its own expense, will defend and indemnify the Company, its directors, officers, and employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the provision of Services by the Contractor or its breach of this Agreement.

9.2 The Company, at its own expense, will defend and indemnify the Contractor, its directors, officers, or employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the undertaking by the Company of its duties or obligations under this Agreement.

10. Dispute Resolution

10.1 In the event of any dispute arising out of or relating to this Agreement, the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute through mediation. If such mediation fails to resolve the dispute, Consultant and the Company agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, shall be submitted for binding arbitration.

11. Assignment

11.1 This Agreement shall be binding upon the Company, and any successor government into which the Company may hereafter be merged, unified or consolidated. This Agreement may not be assigned by the Contractor.

12. Entire Agreement

12.1 This Agreement constitutes the entire Agreement between the Contractor and Company, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship of the Contractor to the Company. This Agreement may not be modified or amended except in writing by the Company with the agreement of the Contractor.

13. Amendment & Waiver

13.1 Any waiver, modification or cancellation to this agreement must be in writing and signed by the Parties to have any force or effect.

14. Severability

14.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. Governing Law

15.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario.

16. Titles/Headings

16.1 All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

17. Notice

17.1 Any notice required to be given under this agreement shall be delivered personally or by email to the opposite party, or shall be deemed delivered personally four (4) days after depositing in the mail postage prepaid addressed as follows:

To the Company:

The Corporation of the Township of Adelaide Metcalfe
2340 Egremont Drive, RR #5 Strathroy, Ontario
N7G 3H6

To the Contractor:

18. Independent Legal Advice

18.1 The Contractor acknowledges that he has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he fully understands the nature of this Agreement, which the Contractor voluntarily enters into.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE TOWNSHIP OF
ADELAIDE METCALFE**

Per:

I have authority to bind the Corporation.

CONTRACTOR

Date: _____

Name:

I have authority to bind _____.

Date: _____

Witness:

AM-2026-03 - Gravel Maintenance In 2026

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

3.a.i - Tender Pricing

Pricing submitted are to include all costs in association with providing services for this Request for Tender. The Township shall not be billed beyond the pricing submitted in tables 3a.i unless those additional services/expenses are agreed upon in writing prior to taking place.

The price submitted for this project shall identify any all taxes that would be required to be paid by the Township of Adelaide Metcalfe, including Harmonized Sale Tax ("HST"), duties and excise taxes, however the cost of taxes must be clearly identified and distinguishable from the overall price.

Prices quoted shall be for a firm fixed price without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

Item	Unit	Estimated Quantity	Unit Price (Excluding HST) *	Total
Granular "M" Gravel	Tonne	12000		
Subtotal:				

Summary Table

Bid Form	Amount
3.a.i - Tender Pricing	
Subtotal Contract Amount:	

Specifications

3.d - Type of Equipment

Bidders are to identify all equipment to be used on the contract.

Type of Equipment *	Intended Use *	Own or Rent *

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

3.c - References

Provide at minimum three (3) references of which the Respondents has performed services of a similar Scope of Work and Objectives of this Tender. Municipalities that of which have similar attributes to the Township of Adelaide Metcalfe will receive preference.

Reference Name *	Contact Name *	Reference Address *	Reference Contact Information (Phone and Email) *	Description of Work Performed *	Project Amount (\$) *	Year Completed *

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

3.e - Subcontractors

The Respondent shall list all sub-contractors that they are proposing to utilize as part of this contract.

If the Respondent wishes to use an alternative contractor not provided in this table at any point they must receive approval from Adelaide Metcalfe prior to any work taking place.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Subcontractor Name *	Address *	Phone *	Email *	Scope of Work *
1					
2					
3					
4					
5					

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Appendix B - RFT Response Form * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

- 1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- 2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
- 3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
- 4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
- 5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
- 6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- 7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
☒ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		