



**The Corporation of the Municipality of West Grey
Infrastructure and Public Works Department**

Request for Tender

Crush, Load, Haul and Application of Maintenance Gravel

RFT WG26-02

Issue Date: Friday, January 23, 2026

Closing Date: Friday, February 6, 2026

Time: 2:00 p.m., Local Time

**Location: Municipality of West Grey Administration Building
402813 Grey Rd. 4,
Durham, ON, N0G 1R0**

**Attention: Karl Schipprack, Director of Infrastructure and
Development**

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Part 1 – Request and Submission Instructions

1.1 Request to Bidders

1.1.1 Request

This Request for Tender (RFT) is an invitation by the Corporation of the Municipality of West Grey (the “Municipality”) to prospective bidders to submit bids for the **Supply, Crush, Load, Haul and Application of Granular “A” Maintenance Gravel**, as further described in Section A of the Request for Tender Particulars (Appendix B) (the “deliverables”).

The Municipality of West Grey Infrastructure and Public Works department requires the supply, crush, load, haul and application of Granular ‘A’ Maintenance Gravel to gravel roads in the jurisdiction of the Municipality over one (1) operating years.

1.2 Contact

All requests for information, instructions, or clarifications regarding this Request for Tender (RFT) must be submitted in writing and directed to:

Municipality of West Grey

402813 Grey Rd. 4, Durham, ON, N0G 1R0

Phone: (519) 369-2200, Ext. 227 Karl Schipprack, Director of Infrastructure and Development publicworks@westgrey.com

All questions related to this RFT or any clarification with respect to this RFT must be made no later than three (3) days prior to closing in order that West Grey staff may have sufficient time to respond. The Municipality reserves the right to extend the deadline for questions, if required.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFT will be posted on the Municipality’s website:

www.westgrey.com as an RFT Addendum.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the Request for Tender Contact, concerning matters regarding this Request for Tender. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected bidder will be required to enter into an agreement with the Municipality for the provision of the Deliverables in the form attached as Appendix A to the Request for Tender (the “Agreement”).

1.3.2 Term of Contract

The term of the contract shall be one (1) year commencing upon award to December 31, 2026.

The Municipality may terminate the contract upon ninety (90) days written notice to the Contractor if the Municipality does not allocate the funds needed for service or if operational changes result in the services no longer being required. Such termination will be without penalty, damages or liability except for any outstanding payments.

The award will carry a further cancellation clause that can be exercised by the Municipality upon ninety (90) calendar days’ written notice. Such cancellation would be the result of uncorrected service or quality defects as deemed by the Municipality. Please note that multiple occurrences will not be tolerated and will be potential grounds for termination.

No alterations, additions or deletions from the accepted tendered price will be permitted without the prior written approval of the Municipality.

All contract renewals are subject to annual Municipality of West Grey Council budget approvals. The Municipality will notify the successful Proponent sixty (60) days prior to expiration of the contract term to negotiate the optional renewal.

The Municipality does however reserve the right at its sole discretion, to obtain the same or similar services from other sources during the term of this agreement, to maintain the service level required.

1.4 Request to Tender Timetable

1.4.1 Key Dates

Issue Date of Request to Tender	Friday, January 23, 2026
Submission Deadline	Friday February 6, 2026 at 2 pm

The Request for Tender timetable is tentative only and may be changed by the Municipality at any time.

1.5 Submission Instructions

1.5.1 Submission of Bids

Tender submissions must be received by the:

**Municipality of West Grey,
402813 Grey Road 4, Durham, ON, N0G 1R0
Karl Schipprack, Director of Infrastructure and Development**

No later than 2:00:00 p.m. local time, Friday February 6, 2026.

The Municipality is not responsible for Submissions which are not properly marked and/or delivered to any other location than that specified.

1.5.2 Bids to be Submitted on Time

Tenders received after the official closing time will **not** be considered during the selection process.

1.5.3 Bids to be Submitted in Prescribed Format

All Tenders must be upon the forms provided, submitted in sealed packages, clearly marked with RFT number and project description and Bidder's company name. The package shall include one (1) original.

1.5.4 Tender Deposit

There is no tender deposit required.

1.5.5 Electronic Submissions

Electronically transmitted submissions (email, fax, etc.) will not be accepted for this Tender.

1.5.6 Tender Opening

Bidders are advised there will be a public opening for this RFT. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Municipality at **2:00:00 p.m. Local Time on Friday, February 6, 2026.**

1.5.7 Bidder must be Single Entity

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

1.5.8 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the Submission Deadline.

1.5.9 Withdrawal of Bids

Any Tender may be withdrawn prior to the scheduled time for Tender Closing or authorized postponement thereof.

[End of Part 1]

Part 2 – Evaluation and Award

2.1 Stages of Evaluation

The Municipality will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all the mandatory submission requirements. Bids that do not comply with all the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Municipality, be rejected. The mandatory submission requirements are listed in Section C of the Request for Tenders Particulars (Appendix B).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Request for Tenders, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all the mandatory technical requirements. Bids that do not comply with all the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Municipality, be rejected. The mandatory technical requirements are listed in Section D of the Request for Tender Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section F of the Request for Tenders Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the Municipality may require the bidder 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 bidder is unable to satisfactorily account for the abnormally low pricing, the Municipality may reject the bid. The Municipality may also reject any bid 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 Reserved Rights

Subject to the Municipality’s reserved rights, lowest or any tender not necessarily accepted. The Municipality reserves the explicit right to not accept any tender.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Municipality to the selected bidder shall be in writing within thirty (30) days. The Municipality will provide a formal Notice of Acceptance of Tender letter to the successful bidder upon Council approval by either mail or email.

The selected bidder shall execute the Form of Agreement attached as Appendix A to this Request for Tender and satisfy any other applicable conditions of this Request for Tender, including the pre-conditions of award listed in Section E of the Request for Tender Particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of the Municipality and may be waived by the Municipality.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) days of notice of selection, the Municipality may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the Municipality.

[End of Part 2]

Part 3 – Terms and Conditions of RFT Process

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this RFT, including the terms of the Form of Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

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

3.1.6 Information in RFT Only and Estimate

The Municipality and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale

and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.7 Bidders to Bear Their Own Costs

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

3.1.8 Bid to be Retained by the Municipality

The Municipality will not return the bid or any accompanying documentation submitted by the bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Municipality 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 RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all the documents comprising this RFT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing to the Director of Infrastructure of Development, Karl Schipprack via email: publicworks@westgrey.com, before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the bidding site and posting of addenda. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The Municipality shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify and Clarify

When evaluating bids, the Municipality may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The response received by the Municipality shall, if accepted by the Municipality, form an integral part of the bidder's bid.

3.3 Conflict of Interest and Prohibited Conduct

3.3.1 Conflict of Interest

For the purpose of this RFT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the bidder 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 Municipality in preparation of its bid that is not available to other bidders;
 - (ii) having been involved in the development of the RFT, including having provided advice or assistance in the development of the RFT;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFT;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers in the RFT process); or

- (v) engaging in conduct that compromises or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair;
- (a) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder'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.

3.3.2 Disqualification for Conflict of Interest

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

An existing supplier of the Municipality may be precluded from participating in the RFT process in instances where the Municipality 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.

3.3.3 Disqualification for Prohibited Conduct

The Municipality may disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Municipality determines that the bidder has engaged in any conduct prohibited by the RFT.

3.3.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.3.5 Bidder Not to Communicate with Media

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

3.3.6 No Lobbying

Bidders must not, in relation to this RFT 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 successful bidder(s).

3.3.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders 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 Municipality; deceitfulness; submitting bids 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 RFT.

3.4 Confidential Information

3.4.1 Confidential Information of the Municipality

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

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

3.4.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as

otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Municipality to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contract.

3.5 Reserved Rights and Limitation of Liability

3.5.1 Reserved Rights of the Municipality

The Municipality reserves the right to:

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) select any bidder other than the bidder whose bid reflects the lowest cost to the Municipality;
- (i) cancel and not award the RFT; and
- (j) reject any or all bids

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstance.

3.5.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the Municipality nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or loss of opportunity by reason of the Municipality's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process and the bidder shall be deemed to have agreed to waive such right or claim.

[End of Part 3]

Appendix A – Form of Agreement

This Agreement made as of the _____ day of _____, 2026.

Between:

The Corporation of the Municipality of West Grey

(hereinafter called the “**Municipality**”) – and

Supplier Legal Name

(hereinafter called the “**Contractor**”)

Whereas the Municipality issued a Bid Solicitation to suppliers to provide Services to the Municipality;

And Whereas the Municipality has accepted the bid of the Contractor to provide the said Services;

Now Therefore, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in the Contract Documents, the parties agree as follows:

1. The Contractor shall provide the Services pursuant to all the terms and specifications set out in Schedule “A”. If there should be any conflict between the provisions of this Agreement and the provisions of Schedule “A”, the provisions of this Agreement will prevail.
2. The terms of this Agreement shall commence upon award.
3. The Municipality shall pay the Contractor for Services as outlined in the Deliverables.
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (30) days written notice to the other party.
5. The Contractor shall indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the Contractors, its officers, employees, agents and subcontractors, or any of them, attributable to or connected with the performance, non-performance, or purported performance of the Contractor obligations pursuant to this Agreement, except to the extent that same is

attributable or caused by the negligence of the Municipality, its officers, employees and agents, or any of them. Further, this indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

6. This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both parties. Failure on the part of either party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such party's right to require the future observance of any such terms and conditions.
7. This Agreement shall not be assigned, in whole or in part, by either party hereto without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
8. Either party may terminate this Agreement at any time, without notice, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.
9. This Agreement shall be construed and interpreted with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by the duly authorized officers in that behalf as of the day and year first above written.

The Corporation of the Municipality of West Grey

Signature:

Michele Harris, Chief Administrative Officer

Signature:

Jamie Eckenswiller, Clerk

Supplier Legal Name

Signature:

Name:

Title:

I have authority to bind the Corporation, Company, or Partnership

Signature of Witness:

Name of Witness:

Appendix B – RFT Particulars

A. The Deliverables

The Municipality's Infrastructure and Public Works department requires the supply, crush, load, haul and application of 19 mm Granular "A" Maintenance Gravel to gravel roads within the Municipality. Approximately 45,000 tonnes of 19 mm Granular "A" maintenance gravel will be crushed within term one (1) of the contract with 10% being clear stone (scalp). Approximately 45,000 tonnes of 19 mm Granular "A" Maintenance Gravel will be applied in each term. The Deliverables will be broken into two (2) terms with separate works being completed over the two (2) terms.

Scope of Work

2026 Fall Application – To be completed by Friday, September 25, 2026

Locations of Work

Part A

Item 1 – Load, Haul and Apply 15,000 to 20,000 tonnes of 19 mm Granular 'A' Over Various Roads through the former Township of Bentinck

Bentinck's supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

The Contractor shall load, haul and apply the gravel with the use of a minimum six (6) belly dump hopper trailers to the approximate loose lift depths required and directed by West Grey staff.

The Contractor must provide weigh slips with each load and provide copy to West Grey.

Payment shall be for total tonnage of Granular 'A' applied.

Gravel shall conform to OPSS.MUNI 1010.

Part B

Item 2 – Load, Haul and Apply 15,000 to 20,000 tonnes of 19 mm Granular ‘A’ Over Various Roads through the Former Township of Normanby

Normanby Supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

The Contractor shall load, haul and apply the gravel with the use of a minimum six (6) belly dump hopper trailers to the approximate loose lift depths required and directed by West Grey staff.

The Contractor must provide weigh slips with each load and provide a copy to West Grey.

Payment shall be for total tonnage of Granular ‘A’ applied.

Gravel shall conform to OPSS.MUNI 1010. Contractor to provide grain size distribution curve to the municipality for acceptance prior to application of material.

Part C

Item 3 - Crush and Stockpile 45,000 tonnes of 19 mm Granular ‘A’ –Completion date of August 31, 2026. Crushing to be completed by August 31, 2026.

West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

Approximately 45,000 tonnes of 19 mm Granular “A” maintenance gravel will be crushed by August 31, 2026 with 10% being clear stone (scalp). All crushing is to commence in 2026 and be completed by April 30, 2026. Approximately 40,500 tonnes of 19 mm Granular “A” maintenance gravel shall be produced by crushing materials. Approximately 4,500 tonnes of 10% clear stone (scalp) shall be produced through crushing operations. Aggregates will be screened, classified, or otherwise processed with suitable equipment to meet specification requirements. The crushed gravel shall conform to OPSS 1001 and OPSS.MUNI 1010. The contractor is to provide grain size distribution curve analysis to the satisfaction of the West Grey for acceptance of conformity to the OPSS.

The Municipality shall be responsible to ensure the area of granular extraction has been properly stripped of topsoil and overburden.

Payment shall be for tonnage of Granular ‘A’ crushed.

Part D

Item 4 – Load, Haul and Apply 20,000 tonnes of 19 mm Granular ‘A’ Over Various Roads through the Former Township of Glenelg

Glenelg’s supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

The Contractor shall load, haul, and apply the gravel with the use of a minimum six (6) belly dump hopper trailers to the approximate loose lift depths required and directed by West Grey staff.

The Contractor must provide weigh slips with each load and provide a copy to West Grey.

Payment shall be for total tonnage of Granular ‘A’ applied.

Gravel shall conform to OPSS.MUNI 1010.

Mapping

Location of work for for spring application commencing in 2026 are in Appendix E - Mapping.

Supply of Materials

2026 – Fall Application

Part A: Bentinck’s supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

Part B: Normanby’s supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

Part D: Glenelg’s supply will come from the West Grey Pit located off Glenelg Road 23 south of Grey Road 12.

Product Testing

Product must meet the applicable Ontario Provincial Standard Specifications (OPSS) and be of a consistent quality. Attention is drawn to OPSS.MUNI 1010 sections 1010.05 and 1010.07, as well as OPSS 1001. The Contractor shall follow OPSS sampling and

testing procedures for all samples. Samples must be submitted and tested by an accredited testing facility. Testing reports stating gradation results and attesting to the percentage of crushed, sand-stone split and silt must be submitted to the Municipality thirty (30) days prior to the provision of materials from the pit source.

The Municipality will require a product sample for testing and approval by the Director of Infrastructure & Public Works, five business (5) days prior to application of the gravel to Municipal roads.

The Municipality may at any time take its own sample from the stocked and completely crushed Granular “A” maintenance gravel and submit samples for quality analysis. Should the product test results fail to meet OPSS.MUNI 1010, the Municipality reserves the right to withhold \$200.00 per calendar day as liquidated damages outlined under Appendix B, Section B – Material Disclosures.

Weigh Tickets

The Municipality would prefer the use of certified weigh scales with weigh tickets for this work, however, the Municipality shall allow the use of certified loader scales for use in this RFT in determining volume of granular material processed. The Municipality at its discretion may elect to weigh any truck of its choosing and have it weighed on a certified scale at any time during crushing operations daily. Should the weight differ by more than 1%, the Municipality may adjust payment accordingly. If the Contractor’s scales are out by more than 1%, it shall be the Contractor’s responsibility to recalibrate the scales to the satisfaction of the Municipality.

The Contract for the placement of Granular “A” maintenance gravel will include placement on any gravel road in the Municipality as identified in maps located in Appendix E.

B. Material Disclosures

The material disclosures that apply to this RFT, if any, are set out below.

1. Payment According to Contract Rates

The Municipality shall, subject to the Contractor’s compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

2. Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process the following process shall govern:

- (a) the Contractor shall provide the Municipality with a monthly billing statement no later than thirty (30) business days after the end of each month and that billing statement shall include:
 - (i) the reference number assigned to the Contract by the Municipality;
 - (ii) a brief description of the Deliverables provided for the relevant month; and
 - (iii) taxes, if payable by the Municipality, identified as separate items;
- (b) The Municipality shall approve or reject the billing statement within fifteen (15) business days of receipt of the statement and in the event that the Municipality rejects the billing statement, it shall so advise the Contractor promptly in writing and the Contractor shall provide additional information as required by the Municipality to substantiate the billing statement; and
- (c) each billing statement is subject to the approval of the Municipality before any payment is released and payment shall be made within thirty (30) business days of such approval.

3. Holdback or Set Off

The Municipality may holdback payment or set off against payment if, in the opinion of the Municipality acting reasonable, the Contractor has failed to comply with any requirements of the Contract.

4. No Expenses or Additional Charges

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

5. Liquidated Damages

- (a) In the event that all the work called for under the Contract is not completed to the satisfaction of the Municipality of West Grey within the time for completion set out in the Contract or as extended in accordance with the Contract, the Contractor will pay to the Municipality of West Grey the sum of two hundred dollars (\$200.00) per calendar day as liquidated damages for each and every calendar

day delay in completing the work beyond such date, plus the full costs of Engineering and Inspection incurred in the period beyond the time allowance for completion.

- (b) The Municipality of West Grey may deduct any amount due as liquidated damages from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable in accordance with preceding paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available for the Municipality of West Grey.

C. Mandatory Submission Requirements

1. Submission Form (Appendix C)

Bidders should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in Part 1, Section 1.5 Submission Instructions.

2. Pricing

Each bid must include pricing information that complies with the instructions set out below in Section F of Appendix B.

3. Respondent Information Form

4. Company Ability and Experience Form

5. Declaration of Subcontractors Form

D. Mandatory Technical Requirements

N/A

E. Pre-Conditions of Award

1. Insurance

Throughout the term of the Agreement (including any renewal thereof), the Contractor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

- (a) Commercial General Liability on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the Municipality as additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury including death; property damage or loss (direct or indirect and including loss of use thereof); broad form property damage; contractual liability; non-owned automobile liability; products – completed operations; contingent employer's liability; cross liability; severability of interest; and blanket contractual liability;
- (b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipality may reasonably require.

The Bidder shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Respondent, its agents, officers, employees or other persons who the Respondent is legally responsible.

2. Health and Safety/WSIB

The successful Bidder is required to abide by the *Occupational Health and Safety Act* related to the performance of the contract.

The successful Bidder will be required to provide a current copy of their WSIB Clearance Certificate upon notification of award and at any time during the contract.

F. Price Evaluation Method

Without limiting all other rights that may be exercised by the Municipality pursuant to this Document, bidders are advised that the Municipality reserves the right to fully evaluate bidder submissions, which evaluation may include, without limitation, review of pricing, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for non-payment) and claims history of the bidders and to reject a bidder submission if same is not satisfactory to the Municipality.

1. Instructions on How to Provide Pricing

- (a) Bidders should submit their pricing information following information provided in Part 1, Section 1.5 Submission Instructions and Appendix C (Submission Forms).
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labor 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.
- (d) Lowest of any tender not necessarily accepted.

2. Required Pricing Information

Bidders shall complete the Schedule of Prices.

Appendix C – Submission Form

For the Provisions of: **The Crush, Load, Haul and Application of Maintenance Gravel**

As supplied by:

Supplier Legal Name

Address

To:

The Corporation of the Municipality of West Grey
402813 Grey Road 4
Durham, ON N0G 1R0

Hereinafter called the corporation

The Bidder Declares

1. Acknowledgement of Non-Binding Procurement Process

The respondent acknowledges that the RFT process will be governed by the terms and conditions of the RFT, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Municipality and the respondent unless and until the Municipality and the respondent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The respondent has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFT for the rates set out in its quotation.

3. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFT and in Pricing (Appendix D) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its tender or its eligibility for future work.

4. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFT.

5. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.3.1 of the RFT.

6. Disclosure of Information

The respondent hereby agrees that any information provided in their quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this tender of the Municipality to the advisers retained by the Municipality to advise or assist with the RFT process, including with respect to the evaluation of this tender.

Acknowledgement to receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addenda.

Addendum No.

Date Received

☐ Check here - **no** Addenda received.

Lowest or any Tender not Necessarily Accepted

Date:

2026

Signature of Bidder

By my signature, I hereby confirm I have the authority to bind the organization.

Appendix D – Pricing

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.

Itemized Pricing

Respondents must include pricing information that complies with the instructions contained in Appendix D – Pricing. HST is additional.

Schedule of Prices – 2025 Fall Application – North End

Part A – Former Township of Bentinck

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1.	Load, haul, and apply 19 mm Granular 'A' over various roads in the former Township of Bentinck.	tonne	15,000 to 20,000	\$ _____	\$ _____

Part B – Former Township of Normanby

Item No.	Description	Unit	Quantity	Unit Price	Total Price
2.	Load, haul and apply 19 mm Granular 'A' over various roads in the former Township of Normanby.	tonne	15,000 to 20,000	\$ _____	\$ _____

Part C – Former Township of Glenelg

Item No.	Description	Unit	Quantity	Unit Price	Total Price
3.	Crush and stockpile 19 mm Granular 'A' and clear stone (scalp) in 2026.	tonne	45,000 with 10% clear stone (scalp)	\$ _____	\$ _____

Part D – Former Township of Glenelg

Item No.	Description	Unit	Quantity	Unit Price	Total Price
4.	Load, haul, and apply 19 mm Granular 'A' over various roads in the former Township of Glenelg.	tonne	20,000	\$ _____	\$ _____

Sub-total \$ _____ 13% HST \$ _____

Total Tender Price \$ _____

Note: Bidders may bid on one or all parts above. The Municipality of West Grey reserves the right to award each one separately or award all to one vendor if it serves the best interests of the Municipality to do so.

We _____ agree to offer to complete the work as tendered in accordance with the Specifications stated.

Company Name: _____

Name of Authorized Person: _____

Signature: _____ Date: _____

Please return this form with submission.

Respondent Information Form

Line Item	Description	Response	
1	Full Legal Name of Company:		*
2	Street Address:		*
3	City:		*
4	Province:		*
5	Postal Code:		*
6	Company Name and Address for Issuing PO and Remittance of Payment (if different from above)		
7	Company Phone Number:		*
8	Bid Contact Name:		*
9	Contact Title:		*

10	Contact Telephone Extension or Cell Phone Number:		
11	Contact Email Address:		*

Company Ability and Experience Form

Bidders must show proof of experience successfully managing at least three (3) contracts of similar size and type of work outlined in this bid document within the past three (3) years. The Municipality reserves the right to contact references and verify the information provided. Bidders who cannot provide this may be deemed not suitable and as such may not be awarded the contract.

Reference 1

Company Name	
Contact Name	
Contact Phone	
Contact Email	
Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

Reference 2

Company Name	
Contact Name	
Contact Phone	
Contact Email	
Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

Reference 3

Company Name	
Contact Name	
Contact Phone	
Contact Email	

Estimated Annual Value of Assignment	
Year(s) Contract Held	
Description of Services Provided	

Declaration of Subcontractors Form

☐ **By checking here, I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their “Own Forces”.**

Subcontractors

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.

Subcontractors

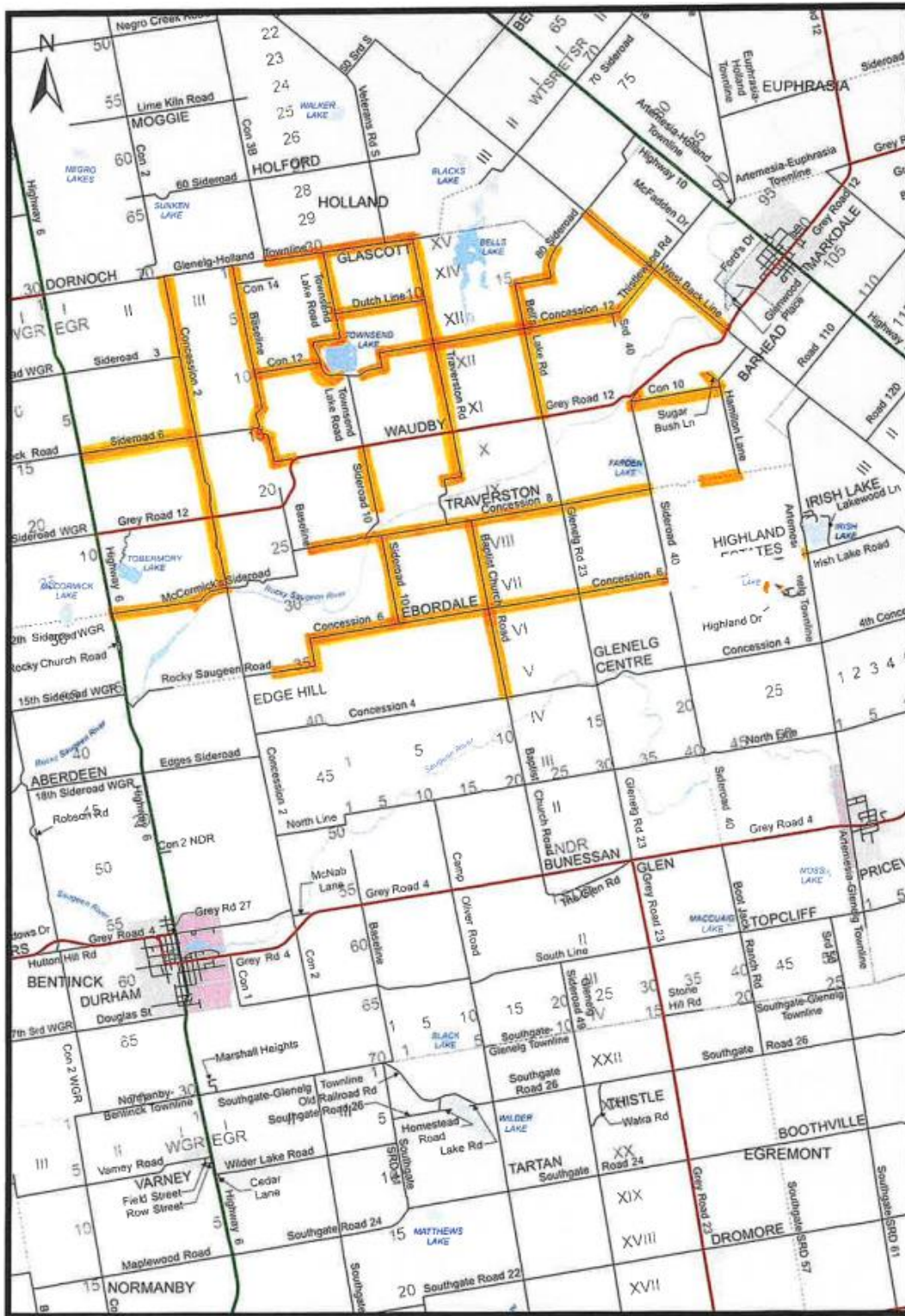
The respondent must list the name of each proposed subcontractor.

Line Item	Subtrade	Name of Subcontractor	Approximate Value of Subcontracted Work
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			

Appendix E – Mapping





Location of Work Part C Former Township of Glenelg 2026