



Township of Muskoka Lakes

Request for Tender

T-2021-28

Supply and Deliver

Ten (10) SCBA, Forty (40) Air Cylinders 45 min, and Eighteen (18) Face pieces

TOWNSHIP OF MUSKOKA LAKES

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SECTION A

TENDER

TOWNSHIP OF MUSKOKA LAKES

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TOWNSHIP OF MUSKOKA LAKES

TENDER

PART I TENDER CALL

The Corporation of the Township of Muskoka Lakes (after this called the "Owner") invites Tenders for:

Contract Number: T-2021-28

Described as: Ten (10) SCBA Forty, (40) Air Cylinders,

and Eighteen (18) Face pieces

Tenders shall be addressed and delivered to: Fire Chief – Ryan Murrell
TENDER #T-2021-28
Muskoka Lakes Fire Department
P.O. Box 129
1 Bailey Street
Port Carling, ON
P0B 1J0
EMAIL : rmurrell@muskokalakes.ca

Tenders shall be received until: 2:00 pm Thursday June 10, 2021

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

PART II TENDER CONDITIONS

TC-1 Completion and Submissions of Tenders

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:
 - a) Part III – Form of Tender;
- 1.7 The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Ryan Murrell, Fire Chief at rmurrell@muskokalakes.ca. Inquiries must be received no later than five (5) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

TC-2 Basis of Award

- 2.1 The Township intends to award the contract to bidder that best meets the operational needs of the Township and represents the best value for the Township. This will be determined through an examination of the conformance to specifications balanced with Total Tender Price. As such, lowest tender price may not necessarily be accepted.

TC-3 Addenda

- 3.1 Addenda will be posted on the Township website (www.muskokalakes.ca) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 3.2 The Township will not notify Tenderers of addendums and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addendums prior to submitting their bid.
- 3.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 3.4 The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum.

TC-4 Irregular Tenders

- 4.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

TC-5 Unbalanced Tenders

- 5.1 The Tenderer shall not submit an unbalanced Tender.
- 5.2 The Owner shall have the right to:
 - a) deem a Tender to be unbalanced; and
 - b) reject a Tender which it deems to be unbalanced.

TC-6 Collusion

- 6.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
 - a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
 - b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-7 Right to Accept or Reject Tenders

- 7.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:
 - a) accept any Tender;
 - b) reject any Tender; and
 - c) reject all Tenders.

- 7.2 Without limiting section TC-7.1, the owner shall have the right to:
- a) accept an irregular Tender;
 - b) accept a Tender which is not the lowest Tender; and
 - c) reject a Tender even if it is the only Tender received by the Owner.
- 7.3 Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-8 Contract Documents

- 8.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender including all Addenda issued by the Owner pertaining to this Contract.

TC-9 Errors, Omissions and Discrepancies in the Contract Documents

- 9.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Owner at the address specified in Part I of the Tender.
- 9.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-10 Irrevocability of Offer

- 10.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.

TC-11 Successful Tenderer - WSIB Certificate of Clearance

- 11.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance.

TC-12 Successful Tenderer - Execution of Form of Agreement

- 12.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.
- 12.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

TC-13 Successful Tenderer - Time for Completion

- 13.1 The successful Tenderer shall complete the work by December 1, 2021.
- 13.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for

the Work, it is anticipated that contract award will be complete within 30 calendar days after the opening of tenders by the Owner. Upon notice of award, the successful Tenderer will be required to complete submissions to the Owner as per TC-14.1. Upon receipt of all required submissions from the successful Tenderer, the Owner will return an executed Form of Agreement and a Purchase Order to the Tenderer within 10 Business Days.

- 13.3 Milestone dates associated with the Contract will be adjusted, when possible, due to any delays to the anticipated award schedule caused by the Owner during the contract award and/or issuance of the authorization to commence work.

TC-14 Successful Tenderer - Submission of Documentation

- 14.1 The successful Tenderer shall submit the documentation required by Sections TC-11 and TC-12 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

- 14.2 If the successful Tenderer fails to comply with Section TC-14.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

TC-15 Successful Tenderer - Commencement of the Work

- 15.1 The successful Tenderer shall not commence the Work until it has received authority to proceed with the work from the Owner as well as the fully executed Form of Agreement signed by both parties (Tenderer and Owner) and a Purchase Order issued by the Owner.

TC-16 Successful Tenderer - Vendor Performance Management Notice

- 16.1 The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

TOWNSHIP OF MUSKOKA LAKES

PART III - FORM OF TENDER

NAME OF TENDERER

ADDRESS OF TENDERER

TELEPHONE NUMBER

FAX NUMBER

E-MAIL

after this called the "Tenderer".

FT-1 Contract Documents

1.1 The Contract Documents for Contract Number **T-2021-28** are:

- a) Tender
 - i) Part I - Tender Call
 - ii) Part II - Tender Conditions
 - iii) Part III - Form of Tender
- b) Form of Agreement
- c) Special Provisions
- d) All Addenda issued pertaining to the Contract as acknowledged below: Addendum No. _____ dated , 20_ _____, No. of Pages _____
Addendum No. __ dated _____, 20 __, No. of Pages __
Addendum No. __ dated _____, 20 __, No. of Pages __
Addendum No. __ dated _____, 20 __, No. of Pages __

FT-2 Schedule of Specifications

2.1 The Schedule of Specifications attached is Section FT-2.5 of the Tender. The Schedule of Specifications shall form an integral part of the tender submission and must be completed in its entirety and returned with the tender submission.

2.2 All equipment shall conform to the latest laws, rules and regulations in the Province of Ontario.

2.3 For each of the specific requirements, please indicate if the equipment supplied conforms to the Township of Muskoka Lakes actual specification by circling “yes” or “no” in each column as provided. If prompted, please specify the details of the vehicle in the space provided. For any specific requirements that do not conform to the specifications provided, please circle “no” in the column provided and indicate the manufacturer's actual specification in the space provided on the Specification Sheet. For any specific requirements that do not conform to the specifications provided, please provide additional supporting information on a separate sheet of paper and/or supply product specification information and pamphlets supporting the deviation for review. If a particular manufacturer does not offer a model or option that meets a particular specification in this tender, deviation will be considered at the discretion of the Director of Public Works. The Township reserves the right to review all stated deviations to determine acceptance or non-acceptance as best meets the needs of the Township, without penalty.

FT-2.5 SCHEDULE OF SPECIFICATIONS

Ten (10) SCBA, Forty (40) Air Cylinders and Eighteen (18) Face Pieces			
1.	EQUIPMENT INFORMATION		
	Specify year, make, model and estimated date of delivery of the equipment being tendered.	YEAR: _____	MAKE: _____
		MODEL: _____	DELIVERY DATE: _____
2.	COMPLIANCE:		
	The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).	YES	NO
	The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.	YES	NO
	The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.	YES	NO
	All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.	YES	NO

3.	SPECIFICATIONS:			
	The facepiece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator.	YES	NO	
	The facepiece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece.	YES	NO	
	The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.	YES	NO	
	The full facepiece assembly shall be available in three sizes marked "S" for small, "M" for Medium and "L" for large.	YES	NO	
	The facepiece sizes shall be easily identifiable through a color-coding scheme.	YES	NO	
	The facepiece assembly, including head harness, shall be latex free.	YES	NO	
	The facepiece series shall have a faceséal that is secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners.	YES	NO	
	The faceséal shall be a reverse reflex design for enhanced fit and comfort.	YES	NO	
	The facepiece shall contain inhalation valves that are readily visible to enable quick visual inspection.	YES	NO	
	The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material.	YES	NO	
	In accordance with NIOSH 42 CFR part 84, the facepiece meets penetration and impact requirements, including compliance with ANSI Z87.1 – 2010.	YES	NO	
	The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981, for lens abrasion.	YES	NO	
	The lens shall have an internal anti-fog coating to reduce fogging of the lens.	YES	NO	

	Multi-directional voicemitters shall be mounted on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission.	YES	NO	
	The facepiece assembly shall be able to incorporate multiple electronic communications options (amplification, radio interface, wireless, etc) without affecting NIOSH approvals or NFPA/CBRN approvals where applicable.	YES	NO	
	The facepiece shall enable the installation of communications bracket on either the right or left side.	YES	NO	
	The head harness shall be available in a five-point suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.	YES	NO	
	The head harness shall be available in a five-strap and four-strap configuration.	YES	NO	
	The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.	YES	NO	
	The head harness shall include an integrated handle to assist with donning of the facepiece.	YES	NO	
	Two flame resistant elastic straps, attached to the face seal in four locations, shall provide adjustment for proper face sealing.	YES	NO	
	The facepiece-mounted positive pressure-breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static.	YES	NO	
	The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.	YES	NO	
	The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.	YES	NO	

	The breathing regulator shall have attached a low pressure hose which shall be threaded through the left shoulder strap to couple to the pressure-reducing regulator mounted on the backframe.	YES	NO	
	The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted regulator.	YES	NO	
	The regulator shall connect to the facepiece by way of a quarter (1/4) turn coupling.	YES	NO	
	The user shall hear an audible sound when the regulator is attached correctly to the facepiece.	YES	NO	
	The regulator shall be equipped with a doughnut-shaped gasket which provides a seal against the mating surface of the facepiece.	YES	NO	
	The regulator cover shall be fabricated of a flame resistant, high impact plastic.	YES	NO	
	The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.	YES	NO	
	The demand valve shall use an extended temperature range dynamic O ring seal.	YES	NO	
	The diaphragm shall include the system exhalation valve.	YES	NO	
	A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 225 standard liters per minute.	YES	NO	
	The breathing regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.	YES	NO	
	The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion.	YES	NO	
	The flame resistant cover shall contain an air saver switch and pressure demand bias mechanism.	YES	NO	

	The regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.	YES	NO	
	This device shall not affect the breathing flow through the system while in operation.	YES	NO	
	The pressure-reducing regulator shall be mounted at the waist on the back frame and be coupled to the cylinder valve through a patented stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet.	YES	NO	
	The cylinder shall be secured to the pressure-reducing regulator with two pull-rings 180° from each other.	YES	NO	
	A stainless steel rod shall secure each of the pull-rings to prevent removal of the cylinder while the SCBA is pressurized.	YES	NO	
	The stainless steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 30 psig.	YES	NO	
	In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.	YES	NO	
	The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator.	YES	NO	
	This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.	YES	NO	
	A press-to-test valve shall be included to allow bench testing of the back-up reducing valve.	YES	NO	
	The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals.	YES	NO	

	The pressure-reducing regulator shall have incorporated a reseatable over-pressurization relief valve which shall prevent the attached low pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.	YES	NO	
	The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display (HUD).	YES	NO	
	The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.	YES	NO	
	The primary EOSTI shall be located in the Facepiece-Mounted Positive Pressure Regulator.	YES	NO	
	This alarm device shall indicate either low cylinder pressure (33% +5%, -0%) or a malfunction of the primary pressure-reducing valve (first stage regulator).	YES	NO	
	The HUD shall serve as the secondary EOSTI.	YES	NO	
	The HUD shall be powered by the SCBA's single power supply.	YES	NO	
	It shall display cylinder pressure in increments of 100%, 75%, 50% and 33%.	YES	NO	
	At full bottle pressure, two green Light Emitting Diodes (LED) shall be illuminated.	YES	NO	
	The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.	YES	NO	
	A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.	YES	NO	
	The backframe shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user's back.	YES	NO	
	The backframe shall include a mounting for the pressure reducer located at the waist.	YES	NO	

	The backframe shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, 60, or 75 minute cylinders.	YES	NO	
	The harness assembly shall consist of a one size black para-aramid strap with a yellow stripe.	YES	NO	
	This harness shall include box-stitched construction with no screws or bolts.	YES	NO	
	The harness assembly shall incorporate parachute-type, quick-release buckles and shall include shoulder and hip pads.	YES	NO	
	The harness shall include a seat-belt type waist attachment.	YES	NO	
	The shoulder strap shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.	YES	NO	
	The backframe shall include accommodation and a mounting area suitable for installation of a distress alarm integrated with the SCBA.	YES	NO	
	The mounting area shall permit installation of a distress alarm sensor module in an area between the pressure reducer and the backframe.	YES	NO	
	The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required.	YES	NO	
	No adjustment shall be necessary during the life of the valve.	YES	NO	
	The cylinder valve shall contain an upper and lower seat such that the pressure will seal the stem on the upperseat, thus preventing leakage past the stem.	YES	NO	
	The cylinder valve shall be designed with a patented stainless steel quick connect snout that delivers air directly to the first stage pressure reducing regulator. The quick connect snout shall be an integral part of the cylinder valve, rather than an adapter that threads onto the CGA fitting.	YES	NO	
	The cylinder valve shall be offered with a CGA 346 or CGA 347 fitting for the purposes of filling the cylinder only.	YES	NO	

	The fill fitting shall have a check valve to prevent flow from the cylinder.	YES	NO	
	The fill fitting shall be provided with a dust cover to protect threads from damage and prevent interior surfaces from being contaminated when not in use. The dust cover shall be retained to the cylinder valve.	YES	NO	
	Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting “lock open service” or “non-lock open service”; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.	YES	NO	
	The SCBA shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.	YES	NO	
	The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with working pressures of 4500 psig.	YES	NO	
	The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.	YES	NO	
	The cylinder shall be a 45-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).	YES	NO	
	The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232.	YES	NO	
	The unit shall be covered by a warranty providing protection against defects in materials or workmanship.	YES	NO	
	This warranty shall be for a period of 15 years on the SCBA.	YES	NO	
	The PASS Device shall be compliant to the NFPA 1982, 2013 Edition Standard on Personal Alert Safety Systems.	YES	NO	

FT-3 Tenderer's Declarations

- 3.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 3.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 3.3 Without limiting the generality of Section FT-3.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.

3.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

FT-4 Tenderer's Offer

4.1 The Tenderer offers to do the work in accordance with the Contract Documents.

4.2 The Tenderer offers to do the work and to accept payment at the prices specified in the Schedule of Prices in Section FT-5 of the Tender, in accordance with the Contract Documents.

4.3 The Total Tender Price, based on the Schedule of Prices is:

_____ DOLLARS
(\$_____)

FT-5 Schedule of Prices

5.1 The Schedule of Prices attached is Section FT-5.2 of the Tender.

This offer is made this _____ day of _____, 20____

Signature of Witness
(only if required by TC-1)

Signature of Tenderer
(Corporate Seal if required by TC-1)

Signature of Tenderer
(Second Signature if required by TC-1)

Print Name of Tenderer(s)

FT-5.2 SCHEDULE OF PRICES

CONTRACT NUMBER T-2021-28 Supply and Deliver Ten (10) SCBA, Forty (40) Air Cylinders and Eighteen (18) Face Pieces			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver Ten (10) SCBA, Forty (40) Air Cylinders and Eighteen (18) Face Pieces	
		Less Concessions/Discounts on Item #1	-
		Total Tender Price (Transfer Amount to FT-4.3 of the Tender)	

- 4.3 All prices to be shown excluding HST.
- 4.4 All prices shall be in Canadian Dollars and must include FOB to the Port Carling Fire Station, 1 Lee Valley Drive Port Carling ON P0B 1J0. Total bid price shall include applicable customs duty, excise tax, freight and freight tax, insurance, and all other charges of every kind attributable to the work
- 4.5 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement OSS-00634452. Any bids shall include such discounts when available.
- 4.6 Trade-in may or may not be exercised at the sole discretion of the Township. The bid prices in this tender shall be binding regardless of whether the trade-in is exercised or not.

SECTION B

FORM OF AGREEMENT

TOWNSHIP OF MUSKOKA LAKES

FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the ___ day of _____, 20__.

BETWEEN:

(after this called the "Contractor")

AND:

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

(after this called the "Owner")

AND WITNESSES that the Contractor and the Owner agree as follows:

EA-1 The Contractor shall perform the following work:

Contract Number: T-2021-28

Described as: Ten (10) SCBA Forty, (40) Air Cylinders,

and Eighteen (18) Face pieces

FA-2 The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.

FA-3 The Owner shall pay the Contractor in accordance with the prices in the Schedule of Prices in the Tender pursuant to the Contract Documents.

FA-4 The provisions of the Contract Documents shall endure to the benefit of and be binding upon the Contractor and the Owner and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the Contractor and the Owner have executed, in the manner required by law, this Form of Agreement.

Signature *Date*

Contractor
(Corporate Seal if required by TC-1)

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Witness
(Only if required)

Signature *Date*

Mayor
The Township of Muskoka Lakes

Signature *Date*

Clerk
The Township of Muskoka Lakes

SECTION C

SPECIAL PROVISIONS

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS

No. SP-C-1

1.0 SCOPE

- 1.1 In this contract, *Owner, Township or Township of Muskoka Lakes* can be used interchangeably and means *The Corporation of the Township of Muskoka Lakes*.
- 1.2 This tender is for the supply and delivery of **Ten (10) SCBA, Forty (40) Air Cylinders and Eighteen (18) Face Pieces** as specified.
- 1.3 The Contractor shall be a factory authorized dealer of the equipment.
- 1.4 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work. This shall include full compliance with the Occupational Health and Safety Act.

2.0 TRADE IN

- 2.1 There is no trade in equipment for this tender.

3.0 PAINT COLOUR

- 3.1 Paint colours shall be as specified in the specifications.

4.0 DELIVERY

- 4.1 Delivery shall be to the **Muskoka Lakes Fire Department Station 6 Port Carling location at 1 Lee Valley Drive**, Port Carling, ON, P0B 1J0. A minimum of 48 hours' notice shall be provided to **Ryan Murrell, Fire Chief or via email at rmurrell@muskokalakes.ca**. Delivery shall occur Monday to Thursday 8:30 am to 4:00 pm or on Fridays 8:30 am to 11:00 am and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday).
- 4.2 Delivery shall occur no later than **December 1, 2021**.

5.0 CONCESSIONS AND DISCOUNTS

- 5.1 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government

Services Vendor of Record arrangement OSS - 00634452. Any bids shall include such discounts where possible.

6.0 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK

6.1 No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.

6.2 Extra Work, Additional Work and/or Changes in the Work must be identified as such by the Contractor when submitting the request for approval and no claims shall be made related to delays by the Contractor in requesting approval to complete Extra Work, Additional Work and/or Changes in the Work.

6.3 Despite anything stated elsewhere in the Contract, approval from the Contract Administrator shall be received before completing any Extra Work, Additional Work and/or Changes in the Work. Failure to obtain prior written approval may result in non- payment for this portion of the work.

7.0 INDEMNIFICATION

7.1 The contractor shall indemnify and hold the Corporation of the Township of Muskoka Lakes harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement.

8.0 PAYMENT

8.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.

8.2 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at ap@muskokalakes.ca. All invoices related to this tender shall reference the tender number and the purchase order number provided.

8.3 The Township's standard payment term is net thirty (30) days but failure to submit an invoice with the required information could result in delay of payment.

8.4 The Township pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice. The Contractor shall include the HST Registration Number on all invoices.

