



RFQ No. 2022-15  
**REQUEST FOR QUOTATION**  
**THE TOWNSHIP OF**  
**MUSKOKA LAKES**

**1 Bailey St, PO Box 129, Port Carling, ON. P0B 1J0**

**To: All Bidders**

**DATE: February 23, 2022**

Item	Qty	Description	Total Price
1	LS	Remove and Replace the Asphalt at the Minett Fire Station.	\$
2	LS	Remove and Replace the Asphalt at the Peninsula Recreation Centre.	\$
Questions to be directed by email to <a href="mailto:jvincent@muskokalakes.ca">jvincent@muskokalakes.ca</a>			
After receipt of order, goods or service will be delivered within ___ days.			
		Bid Price	\$
		HST	\$
		Total Bid Price	\$
<p><b><i>Have you checked the website prior to submission for addenda?</i></b>            Failure to include signed copies of the addenda with bid submission will result in a non-compliant bid submission.</p>			
<p><b>This Quotation to be returned on or before:</b>  <b>Wednesday February 23 @ 2:00 p.m.</b>  <b>The lowest or any quote not necessarily accepted</b></p>			
<b><u>F.O.B. Muskoka Lakes Facility      All bid pricing to be submitted in Canadian Funds</u></b>			
<b>SUBMITTED BY: (Company)</b>		<b>ADDRESS</b>	
<b>SIGNED BY: (Authorized Official)</b>			
<b>NAME:</b>		<b>POSTAL CODE</b>	
<b>TITLE:</b>		<b>TEL:</b>	<b>FAX:</b>
<b>EMAIL:</b>		<b>DATE:</b>	



## Request for Quotation # 2022-15

### **Project: Remove and Replace the Asphalt at the Minett Fire Station and Peninsula Recreation Centre, Located at 1131 Juddhaven Road, Minett**

#### **Description of Work**

- Remove and dispose of the existing Asphalt from both areas identified by the Facilities Maintenance Foreman.
- Prep the designated areas to accommodate a Minimum of 50mm of HL4 Hot Mix Asphalt.

#### **Information and General Specifications**

##### **Opening Bids**

Bids will be received by the Director of Public Works **on or before 2:00 p.m., Wednesday February 23, local time, 2022**, as determined by the time/date stamp clock in the location receiving the bids. Submissions received at 2:00:01 p.m. or later will be deemed to be late and non-compliant and will be returned unopened.

Bids may be placed in a sealed envelope, clearly marked with the quotation name and number. Vendors may choose, at their sole risk, to fax to 705-765-5943 or email to [pbarager@muskokalakes.ca](mailto:pbarager@muskokalakes.ca) if no bid deposit is required. The Township will not be responsible for any lost documents or documents that aren't received at the proper location.

Upon award of the quotation, the results will be made available on our website.

##### **Delivery of Products**

Since delivery times are a fundamental component of this contract, it is therefore essential that the vendor formally certify his or her delivery time. Please indicate delivery time on the bid page (page 1). **Failure to deliver within the specified time will be considered a violation of this contract agreement and may result in the cancellation of the contract. As the delivery time is considered to be an important part of this contract it will be taken into consideration when determining the award of this contract.**  
**All deliveries are to be F.O.B. predetermined Muskoka Lakes facility.**

When required, all products, after receipt of order, will be delivered to the established location Monday to Friday between the hours of 8:30 a.m. and 4:00 p.m. (unless otherwise indicated), within the time frame indicated on the bid sheet. Failure to indicate a time frame could result in the bid being disqualified.

### **Ability and Experience of Bidder**

It is the intention of the Township to award this contract to a bidder who provides satisfactory evidence that they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute and complete the same successfully and to complete it in the time named in the contract. References may be requested by the Township and relied upon by the Township.

The Township of Muskoka Lakes will take into consideration past performance on Township of Muskoka Lakes projects when evaluating submissions for award.

### **Right to Accept or Reject Quotation**

The Township reserves the right to reject any or all quotations. The selection of the successful bidder will also be based on references and past performance of the bidder.

### **Award**

It is the intent of the Township of Muskoka Lakes to award this quotation to the most responsive and responsible bidder(s), based upon the submissions received. The Township's decision as to the award will be final. This contract may be awarded in part, in whole or not at all.

### **No Acceptable Bids or Equal Bids Received**

Where two identical bids are received and all things being equal, the provisions of the Procurement Policy C-CAO-13 shall apply.

### **Withdrawal of Quotation**

Requests for withdrawal of quotations received prior to closing time will be allowed. However, withdrawal requests received after the closing time will not be allowed.

### **Negotiation and Execution of Contract**

The negotiation, award and execution of a Contract will be made in accordance with the Township Procurement Policy C-CAO-13.

### **Informal or Unbalanced Quotation**

Quotations which are incomplete, conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind in the sole and absolute discretion of the Township, may be rejected as informal. Quotations must be completed in ink or by non-erasable medium.

Quotations that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township, may be rejected.

### **Bidders to Investigate**

The bidder shall carefully examine all specifications so that the unit prices quoted are commensurate with the nature of the work.

## **Clarification**

It shall be the supplier/contractor's responsibility to clarify any points in question with the Township of Muskoka Lakes prior to submitting the quotation.

Bidders finding discrepancies or omissions or having doubt as to the meaning or intent thereof, shall at once notify the Township who shall, if necessary, send written instruction or explanations to all bidders.

No employee or agent of the Township is authorized to amend or waive the requirements of the RFQ document in any way unless the amendment or waiver is authorized by the Director of Public Works. Under no circumstances shall the Proponent rely upon any information or instructions from the Township, its employees, or its agents unless the information or instructions are provided in writing by the Director. Neither the Township, its employees, nor its agents shall be responsible for any information or instructions given to the Proponent, with the exception of information or instructions provided by the contacts listed below.

Questions arising during bidding period should be directed by email no later than 2:00 p.m. on Tuesday February 22, 2022 to:

Jake Vincent  
Facilities Maintenance Foreman  
E mail: [jvincent@muskokalakes.ca](mailto:jvincent@muskokalakes.ca)

Any responses made on behalf of the Township will be via email or through the issuance of an addendum or clarification.

## **Addendum**

Bidders may, during the bidding period, be advised by Addendum of any additions, deletions or alterations to the Tender Documents. All such changes shall be included in the tender and shall become part of the contract. **The addendum which will be posted on our website must be printed, signed and returned with the form of quotation. It is the bidder's responsibility to check the website.**

## **Statutes and Regulations**

The Contractor shall comply with all Federal, Provincial, and Municipal laws and all applicable regulations including but not limited to the Workplace Safety and Insurance Act, Ontario Occupational Health and Safety Act (the successful bidder to whom the contract is awarded unequivocally acknowledges that he is the "constructor" as defined in the said "Act", and shall carry out all of the obligations and shall bear all of the responsibilities of the constructor as set out in the said Act and Regulations), and Regulations including W.H.M.I.S (MSDS sheets (where required) must be submitted prior to bringing the materials on the job site.) Proof of training in specific areas may be requested by the Township.

## **Indemnification**

Without limiting any other obligation of the successful Proponent under this Contract or otherwise, the successful Proponent hereby agrees to INDEMNIFY and SAVE HARMLESS the Township of Muskoka Lakes, its elected officials, officers, employees, servants, agents and others for whom the Township of Muskoka Lakes is in law responsible, from and against any liability, loss, claims, demands, damages, fines and penalties, costs and expenses (including consulting fees), investigatory and legal expenses, and any other actions or causes of actions, suits, caused by or attributed to any willful or negligent act, omission, delay, or allegations thereof on the part of the successful Proponent, its officers, employees, subcontractors, agents, licensees, assignees, invitees or other persons engaged in the performance, non-performance or attempted performance of the Work pursuant to this Contract or anyone else for whom the successful Proponent is in law responsible.

## **Licenses and Approvals**

The successful bidder shall at their own expense, be responsible for maintaining and keeping current any licenses, or approvals, necessary to permit them, their employees or company, to carry out the requirements of the agreement.

## **Extras**

Extras to this contract will not be allowed or considered unless they result in a fundamental change to the work to be performed under the contract and are initiated and approved by the Township in writing. Bidders shall carefully examine all specifications so that the total bid price tendered includes all costs associated with the completion of this contract.

## **Harmonized Sales Tax (HST)**

Harmonized Sales Tax (HST) is an applicable tax and shall be shown separately as extra.

## **Prices**

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and continue open for acceptance by the Township for a period of 60 calendar days after the closing date indicated in this Quotation.

Prices quoted must include all incidental costs, including, but not limited to labour, equipment, supplies, travel time, customs duty, brokerage fees, excise tax, freight, insurance, fuels, energy costs, etc., and the Bidder shall be deemed to be satisfied as to the full requirements of the Quotation. No claim for extra work will be entertained and any additional work must be authorized in writing prior to commencement.

If the Bidder intends to manufacture or fabricate any part of the Goods outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

## **Payment**

Mail invoices directly to the attention of Accounts Payable at:

**Township of Muskoka Lakes  
1 Bailey St. PO Box 129,  
Port Carling, ON P0B 1J0**

**Attention: Public Works Department**

Or you can have an electronic invoicing; send invoices to [pbarager@muskokalakes.ca](mailto:pbarager@muskokalakes.ca)

In order for the system to be most effective, we request that the following information is submitted on the invoice, ensuring timely payments.

- Supplier's name (the cheque will be made to this name) and Mailing Address
- Billed to the Township of Muskoka Lakes (address above)
- Shipped to (department name and contact name)
- Invoice number
- Invoice date
- PO number/Tender number (if applicable)
- Terms
- Due date
- Description of the goods or services purchased
- Project name (if applicable)
- Amount
- Invoice amount prior to taxes (subtotal)
- Total amount due

The Township's term of payment is thirty (30) days.

## **Estimated Quantities**

The total estimated quantities/hours are only approximate values and actual quantities to be used will vary up or down from the estimated quantities/hours.

No extra payment will be made for variation in the estimated quantities/hours, and the Contractor shall only be paid according to the unit bid price.

NOTE: This information is provided as reference material only and although every attempt has been made to ensure its accuracy, bidders are cautioned that the Township of Muskoka Lakes makes no guarantees that these quantities/hours will be achieved but they may be exceeded. The Township of Muskoka Lakes expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

## **Employment Status**

The contractor and their employees shall not be considered to be the employees of the Township of Muskoka Lakes. No employment benefits shall accrue as a result of the award of the quotation to the proponent or the performance of this contract.

### **Non Performance**

The Township reserves the right to make a determination of non performance or poor quality of goods and/or services, and further reserves the right to cancel the contract. The opinion of the Township of Muskoka Lakes and the Director of Public Works in this regard shall be final in all instances.

### **Restrictions to Bidding**

Pursuant to Township of Muskoka Lakes Procurement Policy C-CAO-13, which establishes a policy restricting the use of contractors and/or suppliers, no quotations received shall be considered from any contractor/supplier who has submitted a claim or initiated litigation against the municipality. Suspension of the right to bid shall extend for a period of up to (5) years from the date of conclusion of the action.

### **Environmentally Responsible Procurement “Green”**

Products considered to be environmentally responsible may be given preference during the evaluation stage of the submission when the tender/proposal documents either directly call for “green” products or where “green” products may be priced as an option.

### **Accessibility Regulations for Contracted Services**

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Township of Muskoka Lakes must meet the requirements of Ontario Regulation 429/07 with respect to training.

### **Accessibility**

Accessibility shall be in accordance with the Township’s **Integrated Accessibility Standards Policy C-GG-25**.

### **Defective or Unsuitable**

Any items purchased under this quotation which are later found to be defective, flawed, damaged, not meeting the accepted specifications, or unsuitable for their intended use, shall be returned to the vendor forthwith. Such items will be subject to replacement or 100% refund of the purchase price, at the Township’s discretion. All returns to be at the vendor’s expense.

### **Rejection of Goods – Damaged Goods**

If the goods purchased are rejected, the same must be removed by the vendor from the premises of the Township within five working days after notification. Rejected items left longer than five days will be considered as abandoned and thus the Township shall have the right to dispose of them as its own property.

The vendor shall be responsible for all damages caused by faulty workmanship, defective materials, flaws, or other such reason by which their failure or the failure for whom those are responsible; agree to hold the Township safe and harmless from any such property damages; or claims by individuals or third parties; including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.



**TOWNSHIP OF MUSKOKA LAKES  
PUBLIC WORKS DEPARTMENT  
STANDARD QUOTATION & CONTRACT  
TERMS & CONDITIONS**

**Scope**

These Standard Quotation & Contract Terms & Conditions form a part of each Quotation, Proposal and Contract and apply in like force to contracts for the purchase of materials, supplies, equipment and services. All quotations issued by the Township will bind bidders to the terms and conditions herein set forth, except as specifically qualified in Special Quotation and Contract Terms & Conditions issued in connection with any individual quotation.

**Definitions**

As used herein as well as in all specifications, quotations, awards, contracts, etc. issued by the Township, the following definitions shall apply, unless otherwise indicated:

Township: The Township of Muskoka Lakes

Department: Public Works, Township of Muskoka Lakes

Bidder: Any Individual, Firm, Company, or Township submitting proposals on Quotations issued by the Township

Quotation: The documents comprising an invitation to bid for furnishing commodities or services

Proposal: The offer of a Bidder to furnish commodities or services in response to a quotation

Contract: The acceptance by the Township of a proposal by a Bidder to furnish commodities or service

Contractor: Any Individual, Firm, Company or Township whom a contract is awarded against a proposal submitted

Any alleged oral agreement or arrangement made by a bidder or contractor with any agency or an employee of the division will be disregarded.

**Submission of Proposal**

Proposals must be submitted on and in accordance with forms supplied by the Department. Quotations may also be faxed (at the vendors/contractors risk) to the attention of the Director of Public Works if no bid deposit is required.

Submitted proposals must be sealed in envelopes and addressed to the Director of Public Works, Township of Muskoka Lakes and clearly marked as to their contents. The name and address of the Bidder must appear on the envelope. Failure to do so may result in a rejection of the bid.

Bidders are cautioned to verify their quotations before submission. Quotations received by the Township of Muskoka Lakes later than the time and date specified, cannot be considered. This applies to quotations sent by mail, fax and proposals delivered in person.



All information required on the quotation forms in connection with each item of the quotation must be bid in order for the quotation to be deemed a valid quotation.

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which proposals are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, the Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Township. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity as described in the quotation.

If the Bidder proposes to furnish any item of a foreign make or product, he shall write the word "Foreign" together with the name of the country of origin opposite such item on the proposal. All items not so designated will be considered to be of domestic origin.

The Township is subject to payment of sales and excise taxes imposed by the Federal and Provincial Governments and such taxes must be included in proposal prices unless otherwise specifically indicated in the quotation.

Prices quoted shall be net prices including transportation and delivery charges fully prepaid by the Contractor to any specified destination within the limits of the Township of Muskoka Lakes, and subject only to prompt payment discounts. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

Bidder declares that the proposal is NOT made in connection with any other Bidder submitting a proposal for the same commodity(ies) and is in all respects fair and without collusion or fraud.

All quotations received on or before the time specified will be opened by the Director of Public Works.

Performance surety binding the Contractor faithfully to fulfill the obligations of his proposal as accepted, may be requested. Such surety when requested, shall be submitted in the form of a performance bond satisfactory to the Township or certified cheque within seven (7) days from date of request.

### **Samples**

All specifications are minimum standards and accepted proposal samples do not supersede specification for quality unless proposal sample is superior, in which case deliveries must have the same identity and quality as the accepted proposal sample.

Samples, when required, must be submitted strictly in accordance with instructions; otherwise

proposal may not be considered. If samples are requested subsequent to opening of proposals, they shall be delivered within three (3) working days following request unless additional time is granted. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return, provided they have not been used or made useless by tests. Samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and subject to his expense. When the quotation indicates that an item to be purchased is to be equivalent to a sample, such samples will be on display in the Department, unless another location is specified. Failure on the part of the Bidder to examine the sample shall not entitle him to any relief from the conditions imposed by the bid.

### **Award**

The Township reserves the right to award by item, or part thereof, group of items, or parts thereof, or all items of the quotation, and to award contracts to one or more bidders submitting identical proposals as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Township will be served.

The Township reserves the right to make awards within thirty (30) days from the date proposals are opened, unless otherwise specified in the quotation, during which period proposals shall not be withdrawn.

A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the quotation.

### **Contract**

Each proposal will be received with the understanding that the acceptance in writing by the Township of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the Bidder and the Township, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted proposal and specification and **Standard Quotation and Contract Terms and Conditions form**, and the Township on its part to take delivery of and pay for the commodities at the contract prices.

No alterations or variations of the terms of the contract shall be valid or binding upon the Township unless authorized in writing.

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein or his power to execute such contract, to any other person, firm, company or Township without the prior written consent of the Township.

The placing in the mail to the address given in his proposal or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. When so requested by the Township, the Contractor shall execute a formal contract with the Township for the complete performance specified therein.

The contract may be cancelled by the Township upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance surety within seven (7) days from

date request.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Township or failure to make replacements of rejected commodities when so requested, will constitute authority for the Township to purchase in the open market to replace the commodities rejected or not delivered. The Township reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the Township for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Township reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the Township.

When commodities are rejected, they must be removed by the Contractor from the premises of the Township within five (5) days after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery in which case the Township may take such action as it deems necessary. Rejected items left longer than five (5) days will be considered as abandoned and the Township shall have the right to dispose of them as its own property.

The Township reserves the right to suspend any bidder/contractor for failure to form a contract, or for unsatisfactory performance of contract.

### **Contract Guarantee**

Contractor hereby covenants and agrees:

- a. To perform contract in accordance with the specifications and proposal under which the contract is awarded.
- b. To save the Township, its agent, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
- c. To guarantee his products against defective material or workmanship and to repair any damage or marring occasioned in transit.
- d. To furnish adequate protection from damage from all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other contractors.
- e. To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Township.
- f. To carry such insurance as may be required by the Township, and to furnish satisfactory proof thereof when required by the Township.

### **Delivery**

Any equipment delivered must be standard new equipment of the latest model except as otherwise specifically stated in the quotation. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Materials and supplies must be new items except as otherwise specifically stated in the

quotation.

Delivery must be made as ordered and in accordance with the proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay of order shall rest with the Contractor.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers. The containers are to remain the property of the Township unless otherwise stated in the quotation or proposal.

Where materials are furnished for a specified price per unit of weight, the Township reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.

### **Inspection and Test**

The inspection of all commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Township.

Any item which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the Township shall be final.

### **Payment**

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required, will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive the Township from taking such discounts.

All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the Township, on demand, the amount of such charges.

Township Council desires and requests contractors to hire and employ local help, all things being equal, whenever and wherever possible in the work to be performed.

### **Special Provisions**

Where special provisions are contained herein, it should be noted that these special provisions supersede any of the foregoing Quotation Terms and Conditions in the event of a conflict.

### **Force Majeure**

It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfilment of the terms of the contract are delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

The validity and interpretation of this contract, and of each clause and part thereof, shall be governed by the laws of the Province of Ontario.