



**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.