



**Q-2023-39**  
**Fencing – Torrance Ball Field, Milford Bay CC, Ziska Cemetery**  
**THE TOWNSHIP OF MUSKOKA LAKES**  
**1 Bailey St, PO Box 129, Port Carling, ON. P0B 1J0**

**To: All Bidders**

**DATE:**

Item	Description	Qty	Units	Unit Price	Bid Price
1	Torrance Baseball Diamond, 2667 Muskoka Rd 169  1.2 m high galvanize steel chain link fence approx. 180 m long including one 0.9 m wide person gate and one 3.0 m vehicle gate as illustrated in attached Figure 1.		LS		\$
2	Milford Bay Community Centre 1020 Beaumaris Rd  Repairs to existing 1.2 m high chain link fence approx. 73 m long including replacement of all damaged components as illustrated in attached Figure 2.		LS		\$
3	Ziska Cemetery 1139 Ziska Rd.  Remove and replace existing fence with 1.2 m high galvanized chain link fence approx. 93 m long including one 0.9 m person gate and one 3.0 m vehicle gate as illustrated in Figure 3.		LS		\$
<b>Bid Price</b>					\$
<b>HST</b>					\$
<b>Total Bid Price</b>					\$
Questions to be directed by email to <a href="mailto:kbecking@muskokalakes.ca">kbecking@muskokalakes.ca</a>					
After receipt of order, goods or service will be delivered within _____ days.					
<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.					
<b>This Quotation to be returned on or before: May 17, 2023 @ 2:00 p.m.</b> <b>The lowest or any quote not necessarily accepted</b>					
<b>Location: As specified above.</b>					
<b>I / We agree to complete the above noted work in accordance with the terms and conditions of the quotation.</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>	



## Q-2023-39

### Fencing – Torrance Ball Field, Milford Bay CC, Ziska Cemetery

#### **Description of Work**

All labour equipment and materials required to supply and install/modify 1.2 m high galvanized steel chain link security fence as described on the attached sketches herein and in accordance with the attached specifications.

#### **Opening Bids**

Bids will be received by the Director of Public Works **on or before 2:00 p.m., local time, May 17, 2023**, as determined by the time/date stamp clock in the location receiving the bids. Late submissions will not be accepted and will be returned unopened.

Bids may be hand delivered in a sealed envelope, clearly marked with the quotation name and number. Vendors may choose, at their sole risk, to email their bid to [pbarager@muskokalakes.ca](mailto:pbarager@muskokalakes.ca) if no bid deposit is required.

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

#### **Delivery of Products**

Completion / delivery shall be on or before the date indicated (if specified). Since delivery times are a fundamental component of this contract, it is therefore essential that the vendor formally certify their delivery time. If not specified, please indicate the completion / delivery time on the bid page (page 1).

**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 / services are to be made to Muskoka Lakes facility indicated on page 1.**

All products / services will be delivered to the indicated location Monday to Friday between the hours of 8:30 a.m. and 4:00 p.m. (unless otherwise indicated).

#### **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.

#### **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.

#### **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 must be completed in ink or by non-erasable medium. Quotations which are incomplete, conditional, unbalanced, 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.

### **Bidders to Investigate**

The bidder shall carefully examine all specifications / locations 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 notify the Township who shall, if necessary, send written instruction or explanations to all bidders immediately.

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.

Questions arising during bidding period should be directed by email no later than 2:00 p.m. on May 10, 2023 to:

Ken Becking  
Director of Public Works  
Email: [kbecking@muskokalakes.ca](mailto:kbecking@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, 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.

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

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

### **Prices**

Prices quoted 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.

### **Payment**

Invoices shall be submitted directly to the attention of The Public Works Department at:

**Township of Muskoka Lakes**  
**1 Bailey St. PO Box 129,**  
**Port Carling, ON P0B 1J0**  
**Attention: Pam Barager [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 approximate only. Final payment will be based on actual quantities of work performed / delivered.

### **Employment Status**

The bidder acknowledges that neither they nor their employees shall be considered to be the employees of the Township of Muskoka Lakes as a result of this procurement.

### **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, quotations received from suspended bidder shall not be considered.

### **Environmentally Responsible Procurement "Green"**

Products considered to be environmentally responsible may be given preference during the evaluation stage of the submission.

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

Services rendered under this quotation shall meet the requirements of Ontario Regulation 429/07 under AODA.

### **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.

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.

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.

### **Standard Terms and Conditions**

The quotation shall be subject to the Township's Standard Terms and Conditions, which can be found at <https://www.muskokalakes.ca/en/resourcesGeneral/Documents/Bids-and-Tenders/2023/Public-Works-Standard-Quotation-and-Contract-Terms-and-Conditions.pdf>