

THE CORPORATION OF THE CITY OF BRAMPTONQUOTATION TERMS & CONDITIONSSCOPE:

These Quotation Terms and Conditions form a part of each quotation, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

All quotations issued by the Corporation will bind the bidders to the terms and conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual quotation.

DEFINITIONS:

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

CORPORATION:	The Corporation of the City of Brampton.
SECTION:	The Purchasing and Materials Management Section of the Corporation of the City of Brampton.
AGENCY:	Any City Department.
BIDDER:	Any Individual, Firm, Company or Corporation submitting a bid on a quotation issued by the Corporation.
QUOTATION:	The documents comprising an invitation to quote to furnish commodities or services required by the Corporation.
BID:	The offer of a bidder to furnish commodities or services in response to a quotation.
CONTRACT:	The acceptance by the Corporation of a bid by a bidder to furnish commodities or services.
CONTRACTOR:	Any Individual, Firm, Company or Corporation to whom a contract is awarded against a bid submitted.

1. QUOTATION REQUIREMENTS

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The correct quotation form, as supplied by the Corporation must be used and returned in the quotation envelope provided, to the Purchasing and Materials Management Section, Second Floor, 2 Wellington Street West, Brampton, Ontario L6Y 4R2, on or before the specified Quotation Closing Date and Time. BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE CONSIDERED. THIS APPLIES TO BIDS SENT BY MAIL OR DELIVERED IN PERSON. BIDS RECEIVED BY FACSIMILE (FAX) WILL NOT BE CONSIDERED.
- b) All bids must be legibly written in ink or by typewriter and ALL ITEMS MUST BE BID, unless otherwise specified, with the unit price for every item and other entries clearly shown.
- c) The bid must not be restricted by a statement added to the quotation form or a covering letter or alterations to the quotation form provided by the Corporation (unless otherwise specified).
- d) Adjustments by telephone, telegram, facsimile (FAX) or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified quotation closing time.
- e) The Official Quotation Envelope supplied by the Corporation must be used for bidding purposes without any extra exterior covering.
- f) The bidder declares that the bid is NOT made in connection with any other bidder submitting a bid for the same commodity(ies) and is in all respects fair and without collusion or fraud.

## QUOTATION REQUIREMENTS - CONTD/..

- g) The quotation form(s) must be signed in the space(s) provide on the form, with the signature of the bidder or of a responsible official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one (1) individual, he shall sign separately on behalf of each bidder. In the case of an incorporated company, the corporate seal must be affixed to the quotation forms.
- h) Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the organization bidding.
- i) All information required in the quotation forms in connection with each item against which a bid is submitted must be given to constitute a valid bid.

### 2. PERFORMANCE SECURITY REQUIREMENTS

Performance security binding the Contractor faithfully to fulfil the obligations of his bid as accepted, may be required. Such security, when requested, shall be submitted in the form of a performance bond satisfactory to the Corporation or cheque within ten (10) days from the date of request.

### 3. INSURANCE REQUIREMENTS

The Contractor covenants and agrees to carry such insurance as may be required by the Corporation, and to furnish satisfactory proof thereof when required by the Corporation within ten (10) days from the date of request.

### 4. GOODS AND SERVICES TAX

The Corporation is required to pay the Goods and Services Tax on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

### 5. ONTARIO RETAIL SALES TAX

See Special Provisions which form part of this contract document.

### 6. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies prior to the closing date or omissions from the documents, or should he be in doubt as to their meaning, he should notify the Purchasing Agent as soon as possible, who may send a written instruction or an addendum to all bidders.

### 7. WITHDRAWAL OF BIDS PRIOR TO QUOTATION OPENING

A bidder who has submitted a bid on a quotation may request that his bid be withdrawn (adjustments or corrections to bid submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this quotation. Withdrawal requests may be directed to the official receiving the bids, by telegram, letter, facsimile (FAX) or in person. Telephone requests will not be considered.

Withdrawal requests received after the quotation closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same quotation prior to the specified closing time.

### 8. WITHDRAWAL OF BIDS DURING QUOTATION OPENING

If more than one bid is received under the same name for the same quotation, and no withdrawal notice has been received, the bid contained in the envelope bearing the latest date and time stamp shall be considered the intended bid. The first bid received shall be considered withdrawn and returned to the bidder in the usual manner.

9. QUOTATION OPENING

After opening, all bids will be checked by City Officials for arithmetic errors, correct deposits, if required, and any other irregularities. If arithmetic errors are found in a unit price quotation, the unit prices bid shall govern and the extensions(s) and additions(s) shall be corrected accordingly. The lowest or any bid need not necessarily be accepted.

10. UNBALANCED BID

Each item in the bid sheet shall be reasonably priced for such item. Bids that contain prices which appear to be unbalanced as to effect adversely the interest of the Corporation may be rejected.

11. SUBSTITUTES AND ALTERNATES

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 of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid 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 bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Corporation. 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.

12. SAMPLES

- a) All specifications are based on the minimum standards acceptable. Accepted bid samples do not supersede specifications for quality unless the bid sample is superior, in which case deliveries must have the same identity and quality as the accepted sample.
- b) Samples, when required, must be submitted strictly in accordance with instructions; otherwise the bid may not be considered. If samples are requested subsequent to the opening of bids, they shall be delivered within three (3) working days following the 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.
- c) When the quotation indicates that an item to be purchased is to be an approved alternate or equivalent to a sample, such samples will be on display in the Section, 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 quotation.

13. AWARD

- a) The Corporation reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the quotation, and to award contracts to one or more bidders submitting identical bids as to price; to reject any and all bids in whole or in part; to waive technical defects, irregularities and omissions if, in so doing the best interests of the Corporation will be served.
- b) The Corporation reserves the right to make awards within sixty (60) days from the date bids are opened, unless otherwise specified in the quotation, during which period the bid shall not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made in a shorter specified time.
- c) 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.
- d) All things being equal, preference will be given to purchases firstly to supplies and services of local manufacturers, secondly to supplies and services offered by local suppliers and thirdly to supplies and services of Canadian owned companies.

14. CONTRACT

- a) Each bid will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the bidder and the Corporation, 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 quotation and specification and QUOTATION TERMS AND CONDITIONS, and the Corporation on its part to take delivery of and pay for the commodities at the contract prices.
- b) No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.
- c) 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 corporation without the previous written consent of the Corporation.
- d) The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of quotation. When so requested by the Corporation the Contractor shall execute a formal contract with the Corporation for the complete performance specified therein.
- e) The contract may be cancelled by the Corporation upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within ten (10) days from date of request.
- f) Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the Corporation, or failure to make replacements of rejected commodities when so requested, will constitute authority for the Corporation to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the Corporation for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Corporation reserves the right to use or consume commodities which are sub-standard in quality, subject to an adjustment in price to be determined by the Corporation.
- g) When commodities are rejected, same must be removed by the Contractor from the premises of the Corporation within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the Corporation may take such action as it deems necessary.  
  
Rejected items left longer than forty eight (48) hours will be considered as abandoned and the Corporation shall have the right to dispose of them as its own property.
- h) The Corporation reserves the right to remove from the list of bidders, for an indeterminate period, the name of any bidder for failure to accept a contract, or the name of any bidder for unsatisfactory performance of contract.

15. CONTRACT GUARANTEE

Bidder hereby covenants and agrees:

- a) To perform the contract in accordance with the specifications and quotation under which the contract is awarded.
- b) To save the Corporation, its agents, 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 bidder is not the patentee, assignee or licensee.
- c) To guarantee his materials or work against defective materials or workmanship and to replace any damage or marring occasioned in transit. This guarantee to be in writing with his bid stating period of guarantee.
- d) To furnish adequate protection from damage for 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, licences and fees, and to give all notices and comply with all by-laws and regulations of the Corporation.

16. DELIVERY

- a) All bids shall be F.O.B. Destination, Brampton, Ontario unless otherwise noted on the quotation forms.
- b) All equipment or material delivered must be standard new equipment or material 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.
- c) Materials and supplies must be new items except as otherwise specifically stated in the quotation.
- d) Delivery must be made as ordered and in accordance with the quotation. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt of order shall rest with the Contractor.
- e) 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 to remain the property of the Corporation unless otherwise stated in the quotation.
- f) Where materials are furnished for a specified price per unit of weight, the Corporation 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.

17. INSPECTIONS & TESTS

- a) The inspection of all materials or work 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 Corporation.
- b) Any materials or work 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 Corporation shall be final.
- c) All costs associated with the inspection or testing of any material or work shall be borne by the bidder.

18. PAYMENT - GOODS

- a) All payments will be made within thirty (30) days after receipt of an approved invoice. All invoices must be approved by the Commissioner or his authorized designate.
- b) 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.
- c) All charges against the 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 City, on demand the amount of such charges.

19. PAYMENT - CONSTRUCTION

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1983.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1983 the holdback will be paid to the contractor upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals.

Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Commissioner or his authorized designate the Performance and Maintenance Bond will be returned to the Contractor.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Commissioner or his authorized designate.

20. OCCUPATIONAL HEALTH & SAFETY ACT

- a) The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Contractor' in this and any other related document.
- b) i) The Contractor acknowledges that he has read and understood the Occupational Health and Safety Act together with the Corporation's Health and Safety Policies and Procedures.
- ii) The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder together with the Corporation's Health and Safety Policies and Procedures.
- iii) The Contractor agrees to indemnify and save the Corporation harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Corporation's Health and Safety Policies and Procedures.
- iv) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Corporation's Health and Safety Policies and Procedures and to ensure compliance therewith.
- v) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Corporation's Health and Safety Policies and Procedures whether by the Contractor or any of its sub-contractors may result in the Contractor and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Contractor by the Corporation.
- vi) The Contractor shall allow access to the work site on demand to representatives of the Corporation to inspect work sites to ensure compliance with the Occupational Health and Safety Act and the Corporation's Health and Safety Policies and Procedures.
- vii) The Contractor agrees that any damages or fines that may be assessed against the Corporation by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its sub-contractors will entitle the Corporation to set-off the damages so assessed against any monies that the Corporation may from time to time owe the Contractor under this contract or under any other contract whatsoever.
- viii) Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Contractor agrees that the provisions of this section will apply to the sub-contractor and the Contractor will enforce said provisions.
- c) The successful bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- d) Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

21. WORKPLACE SAFETY & INSURANCE

The Contractor will be required to furnish the Corporation with a Workplace Safety & Insurance Board Certificate of Clearance.

22. RESTORATION

The Contractor shall repair all damages caused to adjacent property, public or private, such as sidewalks, roadways, grassed areas, trees and shrubs and any structures, at his own expense before acceptance of the work by the Corporation.

The restoration work shall be governed by a record of existing conditions filed with the Commissioner or his authorized designate.

23. MAINTENANCE AND REPAIR

The Contractor shall at his own expense maintain all of the work for the duration of the maintenance period as specified in the Special Provisions. All work requested by the Commissioner or his authorized designate during the maintenance period must be carried out in the time period set, at the discretion of the Commissioner, at the time of request in writing. If the request is not complied with the Corporation shall have the option to carry out the work and collect all expenditures from the maintenance bond held until the end of the maintenance period.

24. EXTRA WORK

If the work to be carried out is such that it is considered an extra to the contract a Change Order shall be processed. This Extra Work must be approved by the Commissioner or his authorized designate or no payment will be made.

Work should not proceed until the Contractor has a signed Change Order, or in the case of an emergency, approval is given by the Commissioner or his authorized designate.

All claims for Extra Work must be substantiated by showing all time for labour, equipment and material incorporated in the work.

25. PERMITS, FEES AND LICENCES

The Contractor shall pay for all permits, licences and fees, and give all notices and comply with all by-laws and regulations of the Corporation and any other governing body.

26. SUBLETTING

It shall be a condition of this contract that the Contractor shall be required to carry out, using his own forces, the minimum amount of 50% of the total contract price; that is, the prime Contractor shall not sublet any portion of the work, without first obtaining written approval from the Commissioner or his authorized designate to do so. This requirement does not include the supply of materials.

27. SUB-CONTRACTOR APPROVAL

All known sub-contractors must be listed in the form of quotation at the time of bidding. Sub-contractors not listed in the form of quotation must be approved by the Commissioner or his authorized designate prior to moving onto the job.

28. CLEAN-UP

The Contractor will be responsible for the cleaning up of all dirt, debris, and any other rubbish from his operations and shall proceed with such clean up forthwith when requested by the Commissioner or his authorized designate.

In case of undue delay, the Commissioner or his authorized designate will carry out these operations with the Corporation or other forces, and deduct all costs incurred from monies due to the contractor.

29. HOLDBACK REDUCTION

In the event that all items in the contract cannot be completed before the current construction season ends, the Commissioner or his authorized designate may, at his sole discretion allow a reduction in the holdback amount, provided that, in the opinion of the Commissioner or his authorized designate, sufficient work has been completed to justify such a reduction.

Whether or not a reduction in holdback will be allowed and the amount of the holdback reduction if any shall be determined by the Commissioner or his authorized designate and his decision shall be final.

Should a reduction in holdback be approved, the provisions contained in Item 18 would apply.

30. SPECIAL PROVISIONS

Where special provisions are contained herein, it should be noted that these special provisions supercede any of the foregoing Quotation Terms and Conditions.