

REQUEST FOR QUOTATION

THE CORPORATION OF THE CITY OF CORNWALL

PURCHASING SERVICES
1246 ONTARIO STREET, CORNWALL, ONT. K6H 4C8
TEL # (613) 932-6252 FAX (613) 932-5919

To: All Bidders

DATE: April 8, 2014

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Supply of Gasoline and Diesel Fuel	Excluding H.S.T.	Including H.S.T.
	Supply period of May 1, 2014 to May 31 2014		
1	Ethanol Blended Unleaded Gasoline	\$ _____/l	\$ _____/l
2	Type B Diesel Fuel (Clear Diesel) U.L.S.D.	\$ _____/l	\$ _____/l

THIS QUOTATION TO BE RETURNED ON OR BEFORE:

April 25, 2014 @ 4:30:00 p.m.

The lowest or any quote not necessarily accepted

F.O.B. Cornwall

SUBMITTED BY: (Company)		ADDRESS	
SIGNED BY: (Authorized Official)			
NAME:		POSTAL CODE	
TITLE:	TEL:	FAX:	
EMAIL:	DATE:		

**PURCHASING SERVICES
SERVICES DES ACHATS**

1246 Ontario Street

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REQUEST FOR QUOTATION 14-Q37

Supply of Gasoline and Diesel Fuel – May 2014

DESCRIPTION OF WORK

This quotation involves supplying gasoline and diesel fuel to various City departments and other sites for a period of one calendar month on an as required basis.

NOTE

When requested by the City, the Contractor must be prepared to supply at no cost to the City, a test analysis breakdown of the commodity being supplied. This analysis would be provided by an independent firm and the samples taken from random loads by the supplier and the City. The supplier will also be responsible to provide the sample containers. The price of products shall be indicated on the receipt at the time of delivery

INFORMATION AND GENERAL SPECIFICATION

Opening Bids

Bids will be received **on or before 4:30:00 p.m. on April 25, 2014** by the Office of the Purchasing Supervisor, 1246 Ontario Street, Cornwall, Ontario, K6H 4C8. Bids may be placed in a sealed envelope, clearly marked with the quotation name and number or faxed (at the vendors/contractor's sole risk) to (613) 932-5919 if no bid deposit is required. The Corporation will not be responsible for any lost documents or documents that aren't received at the proper location.

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

ABILITY & EXPERIENCE OF BIDDER CONTRACT WORK

It is the intention of the Corporation to award this contract to a bidder who does furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully and to complete it in the time named in the contract. References may be requested by the Corporation and relied upon by the Corporation.

RIGHT TO ACCEPT OR REJECT QUOTATION

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

WITHDRAWAL OF QUOTATIONS

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 THE CONTRACT

The award, negotiation and execution of a Contract will be made in accordance with the Corporation Procurement of Goods and Services Policy #Flpu07-01.

CLARIFICATION

It shall be the supplier/contractor's responsibility to clarify any points in question with Purchasing Services of the Corporation of the City of Cornwall prior to submitting the quotation.

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

No employee or agent of the Corporation is authorized to amend or waive the requirements of the RFQ document in any way unless the amendment or waiver is signed by Purchasing Services. Under no circumstances shall the Proponent rely upon any information or instructions from the Corporation, its employees, or its agents unless the information or instructions are provided in writing. Neither the City, 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 to:

Justin Cordell
Buyer / Inventory Control
Purchasing Services
Telephone: (613) 930-2787, ext: 2235
Fax: 613-932-5919
E mail: purchasing@cornwall.ca

Any responses made on behalf of the Corporation 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 responsibility to check our website.**

BIDDERS TO INVESTIGATE

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

INSURANCE

The successful contractor shall, at its own cost and expense, obtain and maintain in full force and effect the following insurance coverage for the duration of the contract issued by a Company duly registered and authorized to conduct insurance business in the Province of Ontario.

Prior to the award of a contract for this work, the successful contractor shall provide and deliver to the Municipal Purchasing Agent of the City of Cornwall, Certificate(s) of Insurance or Certified copies of each such insurance policies as evidence of the Contractor's insurance coverage signed by an authorized representative of the insurer together with true copies of any amending endorsements on terms satisfactory to the City.

Commercial General Liability Insurance

Broad form Commercial General Liability policy for a limit of not less than 2 Million (\$2,000,000.00) dollars on an occurrence basis with respect to third party liability claims for bodily injury, property damage, personal injury. This policy shall include but not limited to:

Premises and operation Liability, Blanket Contractual Liability, Products and Completed Operations, Sudden Accidental Pollution, Tenant's Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause.

The Corporation of the City of Cornwall shall be added as an "Additional Insured" along with Cross-Liability and Severability of Interest clauses.

Owned Automobile Liability Insurance

The Contractor shall take out and keep in force Owned Automobile Insurance with a liability limit of not less than 5 Million (\$5,000,000.00) dollars including **Pollution Liability** up to the full policy limit on forms meeting statutory requirements covering all licenced vehicles owned or leased by the Contractor used in any manner in connection with the performance of the terms of this Contract. The Contractor shall provide the City with confirmation of such automobile insurance coverage, including **Pollution Liability**.

Contractor's Equipment Insurance

"All risks" Contractor's equipment insurance covering owned and non-owned machinery and equipment used by the Contractor in the performance of the Work for the replacement value of any such machinery and equipment.

The policy shall be in a form acceptable to the City and shall not allow subrogation claims by the insurer against the City.

Notice of Cancellation

All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the City with thirty (30) days prior written notice by registered mail to the attention of the City's Municipal Purchasing Agent.

INDEMNIFICATION

Without limiting any other obligation of the Contractor under this Contract or otherwise, the Contractor hereby agrees to Indemnify and Save Harmless the Corporation of the City of Cornwall, its elected officials, officers, employees, servants, agents and others for whom the Corporation 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 Contractor, 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 Contractor is in law responsible.

However, the Contractor is not required to indemnify and save harmless the Corporation of the City of Cornwall, its elected officials, officers, employees, servants, agents and others for whom the Corporation is in law responsible, for loss, claims, actions, damages, liability or expenses when they arise directly from the sole negligence of the Corporation.

Should the Corporation be made a party to any litigation commenced by or against the Contractor, then the Contractor will protect, indemnify and hold the Corporation harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Corporation in connection with such litigation upon demand. The Contractor will also promptly pay upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Corporation in enforcing the terms, covenants and conditions in this Contract.

The Contractor's obligation under this indemnification section will survive the expiry or early termination of this Contract.

WORKPLACE SAFETY & INSURANCE COVERAGE

The successful bidder must obtain and forward to the Corporation a letter of clearance from the Workplace Safety and Insurance Board stating that he is in good standing with the Board as of the current date and every 60 days thereafter ensuring ongoing good standing with the Workplace Safety and Insurance Board. It is the responsibility of the successful Contractor to ensure that its contractors and/or subcontractors of every description, obtain and maintain proper and adequate coverage used for this project, as would be required of any prudent contractor and/or subcontractor of such assigned operation.

Work will not be authorized to begin until this document is received in Purchasing Services.

RENEWAL OF CERTIFICATES

Please ensure that your Liability Insurance coverage and W.S.I.B. clearance certificates are updated during the course of this contract and that copies are forwarded to Purchasing upon renewal.

STATUTES & REGULATION

The contractor shall comply with all Federal, Provincial, and Municipal laws and regulations including but not limited to the Workplace Safety and Insurance Act, Ontario Occupational Health and Safety Act, Occupational Health and Safety, 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 Corporation.

Accessibility Regulations for Contracted Services

"Contracted employees, third party employees, agents and others that provide customer service on behalf of The Corporation of the City of Cornwall must meet the requirements of Ontario Regulation 429/07 with respect to training."

LICENSES AND APPROVALS

The successful bidder shall at their own expense, be responsible for maintaining and keeping all municipal and any other 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 nor considered. Bidders shall carefully examine all specifications so that the total bid price tendered includes all costs associated with the completion of this contract.

C.V.O.R. LEGISLATION

The selected contractor is to be known as the operator with regard to Commercial Vehicle Operator Registration (C.V.O.R.) Legislation as defined in the Highway Traffic Act.

The contractor may be requested to provide a CVOR Abstract. Only contractors with acceptable safety ratings will be considered.

HARMONIZED SALES TAX (HST)

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

PAYMENT

After notification of award and receipt of the insurance and W.S.I.B. documents, the Supplier may invoice at suitable intervals as agreed upon with the Department. Invoices indicating the blanket purchase order number should be mailed directly to the Department. The Corporation terms of payment is 30 days.

RESPONSIBILITY OF EMPLOYEES

In the event that any person employed by the successful contractor gives just cause for complaint, the contractor, upon notification by the Corporation in writing, shall not permit such person to continue in any future work arising out of this contract.

The contractor's personnel shall be required to be neat, polite, courteous and sober at all times, and shall perform their duties in a manner which shall present a high level of public relations for the contractor and the Corporation.

ESTIMATED QUANTITIES/HOURS

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 Corporation of the City of Cornwall makes no guarantees that these quantities/hours will be achieved but they may be exceeded. The Corporation of the City of Cornwall expressly disclaims any liability whatsoever arising from reliance or non-reliance on the data provided.

INFORMAL OR UNBALANCED QUOTATIONS

Quotations which are incomplete, conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind, 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 Corporation, may be rejected.

PERIOD OF CONTRACT

The contract with the successful bidder shall be for a period of one calendar month.

The City reserves the right to terminate the contract or parts thereof for any reason, without penalty or obligations to the Corporation, upon provisions of ten (10) days written notice.

NON PERFORMANCE

The Corporation reserves the right to determine of non performance or poor quality of goods and/or services, and further reserves the right to cancel the contract. The opinion of the Corporation of the City of Cornwall in this regard shall be final in all instances.

RESTRICTIONS (By-Law 041,2002)

Pursuant to City of Cornwall By-Law # 041, 2002, which establishes a policy restricting the use of contractors and/or suppliers, no quotations shall be considered by any contractor who has initiated a litigation process with the municipality and no consideration will be given for a period of five (5) years from the conclusion of the litigation. This policy is subject to certain exceptions.

SITE VISIT

It is recommended that all bidders examine all delivery sites and the pump tank locations so that they can see existing facilities. No extras or allowances will be made through their failure to do so.

SUBCONTRACTING/ASSIGNEE

The Contractor agrees to preserve and protect the right of the City of Cornwall under this Contract with respect to any work to be performed under Subcontract.
The Contractor shall:

- a) Require his Subcontractors to perform their work in accordance with and subject to the same terms and conditions of the Contract Documents;
- b) Be fully responsible to the City of Cornwall for acts and omissions of his Subcontractors and of persons directly and indirectly employed by the Subcontractors;
- c) Shall employ those Subcontractors proposed by him in writing and accepted by the City of Cornwall prior to the commencement of any work;
- d) Shall be responsible to obtain same and/or comparable insurance coverage set forth under the Contract Document Insurance Requirements and WSIB clearance.

The City of Cornwall may for reasonable cause object to the use of a proposed Subcontractor and require the Contractor to employ one of the other proposed Subcontractors.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City of Cornwall.

LIST OF SUB-CONTRACTORS (To be submitted with bid sheets)

Bidders shall list hereunder the names of all sub-contractors for the execution of all work and services as described in these bid documents which shall not be performed directly by the Contractor or the Contractors' employees.

SUB-CONTRACTED WORK	NAME OF SUB CONTRACTOR

GENERAL

Item 1- Ethanol Blended Unleaded Gasoline

The grade of ethanol fuel to be provided must meet the basic criteria Canadian Government Specification Board Standard in compliance with SOR/2003-319. This product must be approved for unrestricted, all season use in 4 (four) stroke, fuel injected automotive power plants.

- (a) **Municipal Works Yard, 1225 Ontario Street** – As required
(Tank capacity 25,000 Litres)
- (b) **Marina 200, Water Street East.** – As required
(Tank capacity 10,000 Litres)

Item 2 - Diesel Fuel, Type B (Regular Temperature) (Clear Diesel) - U.L.S.D.

- (a) **Filtration Plant - 861 Second Street West.** – As required
(Tank capacity 9,000 litres)
- (b) **Marina 200 - Water Street East.** – As required
(Tank capacity 10,000 litres)
- (c) **Transit Garage - 863 Second Street West** – As required
(Tank capacity 10,000 litres)
- (d) **Guindon Park Maintenance Building - Floral Drive** – As required
(Tank capacity 2365 litres)
- (e) **Fire Hall # 2 - 1351 Second Street East** – As required
(Tank capacity 450 litres)
- (f) **Glen-Stor-Dun Lodge - 1900 Montreal Road** – As required
(Tank capacity 2,200 litres)
- (g) **Municipal Works Yard - 1225 Ontario Street** – As required
(Tank capacity 25,000 litres)

**CITY OF CORNWALL
PURCHASING SERVICES
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 City 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 City the following definitions shall apply, unless otherwise indicated:

CITY/CORPORATION: The Corporation of the City of Cornwall

DIVISION: Purchasing Services, City of Cornwall

AGENCY: Any City Department

BIDDER: Any Individual, Firm, Company, or Corporation submitting proposals on Quotations issued by the City

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 Corporation of a proposal by a Bidder to furnish commodities or service

CONTRACTOR: Any Individual, Firm, Company or Corporation 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 Division. Quotations may also be faxed (at the vendors/contractors risk) to the attention of the Purchasing Supervisor if no bid deposit is required.

Proposals may be sealed in envelopes and addressed to the Purchasing Supervisor, Corporation of the City of Cornwall and proposal envelopes must clearly indicate the contents, and the name and address of the Bidder.

Bidders are cautioned to verify their proposals before submission. Proposals received by the Purchasing Supervisor, later than the time and date specified, cannot be considered. This applies to proposals sent by mail, fax and proposals delivered in person.

All information required in quotation forms in connection with each item against which a proposal is submitted must be given to constitute a valid proposal.

Proposals may be submitted for all or any part of total quantities or for any or all requirements listed in the quotation, unless otherwise specifically indicated.

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 City. 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 Corporation 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 Corporate limits of the Corporation of the City of Cornwall, 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 proposals will be opened by the Purchasing Supervisor.

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 Corporation 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 Division, unless another location is specified. Failure on the part of the Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the bid.

AWARD:

The Corporation 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 Corporation will be served.

The Corporation 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 unless the Bidder distinctly states in his proposal that acceptance must be made in a shorter specified time.

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.

Cash discount may be offered by the Bidder for prompt payment of invoices, but such cash discounts will not be taken into consideration in determining low bidder unless such discount is based on payment of invoices not less than twenty (20) days after satisfactory delivery and/or receipt of satisfactory invoice, whichever is later.

CONTRACT:

Each proposal 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 proposal and specification and STANDARD QUOTATION AND CONTRACT TERMS AND CONDITIONS FORM, and the Corporation 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 Corporation 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 corporation without the previous written consent of the Corporation.

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 Corporation, the Contractor shall execute a formal contract with the City for the complete performance specified therein.

The contract may be cancelled by the Corporation 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 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. The Corporation 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 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 substandard in quality, subject to an adjustment in price to be determined by the Corporation.

When commodities are rejected, same must be removed by the Contractor from the premises of the Corporation 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 Corporation may take such action as it deems necessary. Rejected items left longer than five (5) days will be considered as abandoned and the Corporation shall have the right to dispose of them as its own property.

The Corporation reserves the right to remove from eligibility to submit proposals for an indeterminate period, the name of any Bidder for failure to accept contract, or the name of any Contractor 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 Corporation, 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 Corporation.
- f. To carry such insurance as may be required by the Corporation, and to furnish satisfactory proof thereof when required by the City.

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 City unless otherwise stated in the quotation or proposal.

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.

INSPECTION & TESTS:

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 Corporation.

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 Corporation 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 Corporation 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 Corporation, on demand, the amount of such charges.

City 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.

SAVING CLAUSE:

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 shall be 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.