

**THE CORPORATION OF THE TOWN OF MISSISSIPPI MILLS**  
**TENDER NO. 14-09**  
**MISSISSIPPI MILLS MUNICIPAL OFFICES**  
**COUNCIL CHAMBER DIGITAL PROJECTOR AND SCREEN**  
**TENDER FORM**

Tenders must be completed on this form for the products and services listed below and returned in a sealed envelope, clearly marked: Attention: Diane Smithson, CAO, Town of Mississippi Mills, 3131 Old Perth Road, RR2, Box 400, Almonte, ON, K0A 1A0, Tender No. 14-08, "Council Chamber Sound System" and dated.

Item	Description		Total
1	Supply and installation of a digital projector and screen for the Council Chambers in accordance with specifications attached hereto and forming part of this tender	<b>Lump Sum</b>	
		<b>HST</b>	
		<b>Total</b>	

*A Cash discount allowance of \_\_\_% will be allowed if accounts are paid within \_\_\_ days after each transaction is satisfactorily completed. (Optional)*

Consideration will **not** be given to the Tender if received later than **12:00 noon on Friday, July 11, 2014.**

Tenders will be publicly opened at the **Municipal Town Centre at 12:05 p.m. on Friday, July 11, 2014.**

The Town of Mississippi Mills reserves the right to accept or reject any or all tenders or accept all or any part thereof.

For further information please contact Diane Smithson, CAO at 256-2064 Ext. 225 or by email at [dsmithson@mississippimills.ca](mailto:dsmithson@mississippimills.ca)

**Besides signing the tender, bidders are asked to initial each page of the document and the attached general conditions and return all tender documents intact.**

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
HST Number

*The Corporation of the Town of Mississippi Mills  
Tender #14-09*

**DECLARATION BY TENDER**

The Tenderer has carefully examined the Tender Document and understands and accepts the conditions set out therein.

The Tenderer acknowledges that Addendum/Addenda No. \_\_\_\_\_ inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

The Tenderer declares that no person, partnership or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person, partnership or corporation making a tender for the same work and is in all respects made without collusion or fraud.

The Tenderer by the Tender offers to furnish all labour, equipment and material for the performance of the Work for the Unit prices set forth in this Tender, all in accordance with the Tender Documents.

This offer shall be irrevocable for a period of forty-five days following the date of Tender Closing.

DATED AT: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

## **GENERAL CONDITIONS AND INFORMATION FOR TENDERERS**

### **1) PROJECT DESCRIPTION**

Supply and installation of a digital projector and screen for the Council Chambers located in the Mississippi Mills Municipal Offices located at 3131 Old Perth Road, Almonte in accordance with the specifications, attached hereto, and forming part of this tender.

### **2) DEFINITION OF TERMS**

Wherever the word "Corporation" is used, it shall be deemed to mean "The Corporation of the Town of Mississippi Mills". Wherever the words "Bidder" or "Tenderer", or "Contractor" are used, it shall be deemed to mean those individuals, firms or companies submitting price bids on specified material or services required and tendered by the Corporation. Wherever the word "Contract Administrator" is used, it shall be deemed to mean the person or persons authorized to act on behalf of the Corporation. "Tender Document" includes the Form of Tender, General Conditions of Contract, Information for Tenderers, Specifications and any other documents listed in the Tender and any addenda thereto issued by the Corporation.

### **3) GENERAL**

Kindly read tender document carefully because under no circumstances will any change be permitted in tender once it is submitted. Should more information be needed or to arrange to view the work area, please contact Diane Smithson, Chief Administrative Officer at 256-2064 ext. 225.

### **4) BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements shall be disqualified:

- (i) Tender must be legible in ink by hand, by typewriter or by printer.
- (ii) Tender must be in possession of the municipality by the closing date and time.
- (iii) Tender must be on form provided.
- (iv) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- (v) All items must be bid.
- (vi) Tender must not be restricted or modified in any way.

## **5) EVALUATION OF BIDS**

In evaluating tenders the objective will be to select the offer(s) that will result in the lowest overall cost. Such points as the availability of local parts and service will be considered where appropriate. The right is reserved to accept a bid from a local firm in preference to a lower bid from an out-of-town firm if accepting the out-of-town bid is likely to result in warehousing or other costs greater than the difference in price.

## **6) REFERENCE**

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 this tender.

## **7) BID ACCEPTANCE**

Unless otherwise specified in these tender documents, tenderers agree that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the tenderer, although such notice will, of course, be given as expeditiously as possible.

## **8) DISCOUNT**

A discount may be offered by the Bidder for prompt payment of invoices but such discount may not be taken into consideration in determining low bidder, unless such discount is based on payment of invoice of not less than thirty (30) days after satisfactory delivery of goods or services, or receipt of satisfactory invoice, whichever is later.

## **9) TAX**

Except as otherwise provided, the price(s) bid shall include all duty, customs clearance and all other charges now or hereafter imposed or in force. Harmonized Sales Tax where applicable, shall be included in the price(s) quoted on this tender at the rate in effect at time of bidding. Should changes occur in the Harmonized Sales Tax during the term of this contract a new price schedule is to be submitted at once, reflecting any additions costs or credits resulting from the change. Provincial Sales Tax shall be included. All prices must be quoted F.O.B. the delivery point in the Mississippi Mills area set out in the purchase order.

## **10) PURCHASE ORDERS**

Purchase Orders upon the Corporation's regular form will be issued by the Treasurer for all materials or services required and no payment will be made unless the Contractor has received and can produce such order.

## **11) 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 or services described therein, and the subsequent issue of an official purchase order, shall constitute a contract between the Bidder and the Corporation. This purchase order will bind the Bidder on his part to furnish and deliver the commodities or services at the stipulated price given and in accordance with the conditions as stipulated in the tender documents. Note that it is understood that the price given is all-inclusive and the Municipality shall not entertain any requests for additional costs.

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 to the Corporation.

## **12) TIME OF COMPLETION**

It is the intent that all work is to be completed no later than Friday, August 15, 2014. If this is not possible, please indicate date when Tenderer will be able to complete the work \_\_\_\_\_

## **13) DELIVERY AND PACKING SLIPS**

The Tenderer, if awarded this contract, agrees to furnish materials or services as directed after receipt of official Purchase Order from time to time. At least four hours notice of delivery is to be given in the case of heavy material for which unloading assistance is required.

The Contractor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

## **14) INVOICES**

All accounts for monies due on this contract shall be delivered at the office of the accounts payable section of the Municipality issuing the Purchase Order at the address shown on each order.

#### **15) NON FULFILLMENT**

If the Contractor fails, neglects or refuses at any time to supply any materials or services embraced within this tender, then the Treasurer shall be and is hereby empowered to forthwith procure such material or services elsewhere and to charge all costs thereby incurred to the Contractor as liquidated damages and to deduct the same from any monies due, or to become due to the Contractor on this or any other contract.

If the Contractor fails to deliver the goods and / or service by the time stipulated in Paragraph 12, then the Corporation has the right to refuse to accept and pay for material or services.

#### **16) INFERIOR MATERIAL**

Should the Contractor at any time offer for acceptance any material which is of inferior quality in the opinion of the Treasurer and the Department Head concerned or any person appointed by them, such material shall not be accepted, but shall be at once removed by the Contractor at his/her own expense. Should the Contractor refuse to remove any material so condemned, the Treasurer may take action to remove such material and the contractor shall be in non-fulfillment of the Contract per paragraph 15.

#### **17) CONTRACTOR'S LIABILITY**

In the event that the tender is accepted within the time stated in paragraph 7, and the tenderer fails to enter into any required agreement implementing the terms of the tender, or in the event of any purported withdrawal of the tender within the time limit set out in paragraph 7, the damages sustained by the Corporation shall be assessed as the difference between the amount of the tender and the estimated cost to the Corporation of obtaining the material or services elsewhere.

#### **18) FRAUD OR BRIBERY**

Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to cancel the contract forthwith, or to direct the Treasurer to take the whole or any part of the Contract out of the hands of the Contractor.

#### **19) DEFAULT**

In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of the Department Head concerned and the Treasurer, the Corporation shall be at liberty to accept the next lowest, or any tender, or call for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation.

## 20) SAVING CLAUSE

It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfillment 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 notice and explanation of the cause and probable duration of any such delay.

## 21) INSURANCE

**Prior to commencement of the work**, the successful tenderer shall provide evidence, on forms prescribed by or acceptable to the Corporation of:

***Liability insurance coverage in the amount of not less than 2 million dollars, naming the municipality as additionally insured.***

## 22) WORKER'S RIGHTS

The Contractor shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

## 23) RESPONSIBILITY OF CONTRACTORS

Contractors retained by the Corporation shall be responsible for:

- (i) Maintaining a safe workplace/work site in accordance with standard safe work practices and housekeeping, and shall be responsible for traffic control, if required.
- (ii) Compliance with the Occupational Health and Safety Act of Ontario and the regulations.
- (iii) Co-ordinate activities to prevent the disruption of services and operations of the Corporation's Departments.
- (iv) Provide proof of W.S.I.B.
- (v) Comply with all ordinances, By-laws, and all other regulations from time to time imposed by law as they relate to work under this contract.

*The Corporation of the Town of Mississippi Mills  
Tender #14-09*

**SPECIFICATIONS****A. TIMING**

It is the intent that all work is to be completed no later than August 15, 2014. If this is not possible, please indicate date when Tenderer will be able to complete the work \_\_\_\_\_

**B. LOCATION**

The work is to be undertaken in the Council Chambers at the Mississippi Mills Municipal Offices, 3131 Old Perth Road, Almonte.

**C. SCOPE OF WORK**

The successful bidder will be required to supply and install the following components:

ITEM	QUANTITY	DESCRIPTION	MAKE / MODEL NO.	PRICE
1	1	Projector, 3LCD, XGA, 4000lm, Std 1.5-2.5:1 lens, commercial grade chassis – 3 year warranty		
2	1	Fine-Tune Universal Projector Mount up to 65 lbs.		
3	1	Electric Screen, NTSC 4:3, Image area 50" x 66 ½"		
4	1	Electric screen control – 3-position rocker switch, wall mounted		
5	1	Screen wall brackets (sold in pairs)		
6	1	1:2 Differential XGA DA		
7	1	Miscellaneous hardware to complete installation / integration of listed items NOTE: includes scaffold rental		
8	1	Labour / basic for installation / integration of all items on this quote		
			<b>HST</b>	
			<b>TOTAL</b> (to be transcribed to front page)	