



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2021-06**

**Supply and Deliver  
One (1) New 1 Ton Truck with Dual Rear  
Wheels and Dump Box**

# **TOWNSHIP OF MUSKOKA LAKES**

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# TOWNSHIP OF MUSKOKA LAKES

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# TOWNSHIP OF MUSKOKA LAKES

## TENDER

### PART I TENDER CALL

The Corporation of the Township of Muskoka Lakes (after this called the “Owner”) invites Tenders for:

Contract Number: T-2021-06

Described as Supply and Deliver

One (1) New 1 Ton Truck with Dual Rear

Wheels and Dump Box

Tenders shall be addressed and delivered to: **Township of Muskoka Lakes  
P.O. Box 129  
1 Bailey Street  
Port Carling, Ontario  
P0B 1J0**

**Tenders shall be received until: 2:00 p.m. Wednesday, March 24, 2021**

In response to COVID-19, the Township has instituted measures to keep residents, partners and employees safe and to prevent the spread of the virus. The municipal office is currently closed to the public. Hard copy submissions shall be deposited in the drop box located outside the Municipal Office located at 1 Bailey Street, Port Carling, ON prior to the date and time specified above. Tender openings are temporarily closed to the public and tender results will be posted on the Township website when available.

## **PART II TENDER CONDITIONS**

### **TC-1 Completion and Submissions of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:
  - a) Part III – Form of Tender;
- 1.7 The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Tim Sopkowe, Public Works Technician at [tsopkowe@muskokalakes.ca](mailto:tsopkowe@muskokalakes.ca). Inquiries must be received no later than three (3) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

### **TC-2 Basis of Award**

- 2.1 The Township intends to award the contract to bidder that best meets the operational needs of the Township and represents the best value for the Township. This will be determined through an examination of the conformance to specifications balanced with Total Tender Price. As such, lowest tender price may not necessarily be accepted.

**TC-3 Addenda**

- 3.1 Addenda will be posted on the Township website ([www.muskokalakes.ca](http://www.muskokalakes.ca)) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 3.2 The Township will not notify Tenderers of addendums and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addendums prior to submitting their bid.
- 3.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 3.4 The deadline for the posting of addenda is no later than two (2) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum.

**TC-4 Irregular Tenders**

- 4.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

**TC-5 Unbalanced Tenders**

- 5.1 The Tenderer shall not submit an unbalanced Tender.
- 5.2 The Owner shall have the right to:
  - a) deem a Tender to be unbalanced; and
  - b) reject a Tender which it deems to be unbalanced.

**TC-6 Collusion**

- 6.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
  - a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
  - b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

**TC-7 Right to Accept or Reject Tenders**

- 7.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:
  - a) accept any Tender;
  - b) reject any Tender; and
  - c) reject all Tenders.

- 7.2 Without limiting the generality of Section TC-7.1, the Owner shall have the right to:
- a) accept an irregular Tender;
  - b) accept a Tender which is not the lowest Tender; and
  - c) reject a Tender even if it is the only Tender received by the Owner.

7.3 Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

**TC-8 Contract Documents**

8.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender including all Addenda issued by the Owner pertaining to this Contract.

**TC-9 Errors, Omissions and Discrepancies in the Contract Documents**

9.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Owner at the address specified in Part I of the Tender.

9.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

**TC-10 Irrevocability of Offer**

10.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.

**TC-11 Successful Tenderer - WSIB Certificate of Clearance**

11.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner.

**TC-12 Successful Tenderer - Execution of Form of Agreement**

12.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.

12.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

**TC-13 Successful Tenderer - Time for Completion**

13.1 The successful Tenderer shall complete the work by the Delivery Date provided by the Tenderer in section 2.5 Schedule of Specifications contained in the Form of Tender.



13.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for the Work, it is anticipated that contract award will be complete within 30 calendar days after the opening of tenders by the Owner. Upon notice of award, the successful Tenderer will be required to complete submissions to the Owner as per TC-14.1. Upon receipt of all required submissions from the successful Tenderer, the Owner will return an executed Form of Agreement and a Purchase Order to the Tenderer within 10 Business Days.

13.3 Milestone dates associated with the Contract will be adjusted, when possible, due to any delays to the anticipated award schedule caused by the Owner during the contract award and/or issuance of the authorization to commence work.

**TC-14 Successful Tenderer - Submission of Documentation**

14.1 The successful Tenderer shall submit the documentation required by Sections TC-11 and TC-12 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

14.2 If the successful Tenderer fails to comply with Section TC-14.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

**TC-15 Successful Tenderer - Commencement of the Work**

15.1 The successful Tenderer shall not commence the Work until it has received authority to proceed with the work from the Owner as well as the fully executed Form of Agreement signed by both parties (Tenderer and Owner) and a Purchase Order issued by the Owner.

**TC-16 Successful Tenderer - Vendor Performance Management Notice**

16.1 The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

# TOWNSHIP OF MUSKOKA LAKES

## PART III - FORM OF TENDER

Tender by:

\_\_\_\_\_  
NAME OF TENDERER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS OF TENDERER

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL

after this called the “Tenderer”.

### **FT-1 Contract Documents**

1.1 The Contract Documents for Contract Number T-2021-06 are:

- a) Tender
  - i) Part I - Tender Call
  - ii) Part II - Tender Conditions
  - iii) Part III - Form of Tender
- b) Form of Agreement
- c) Special Provisions
- d) All Addenda issued pertaining to the Contract as acknowledged below:
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 20\_\_\_, No. of Pages \_\_\_
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 20\_\_\_, No. of Pages \_\_\_
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 20\_\_\_, No. of Pages \_\_\_
  - Addendum No. \_\_\_ dated \_\_\_\_\_, 20\_\_\_, No. of Pages \_\_\_

### **FT-2 Schedule of Specifications**

2.1 The Schedule of Specifications attached is Section FT-2.5 of the Tender. The Schedule of Specifications shall form an integral part of the tender submission and must be completed in its entirety and returned with the tender submission.

2.2 All equipment shall conform to the latest laws, rules and regulations in the Province of Ontario. The vehicle shall meet or surpass all relevant requirements of the

Canadian Motor Vehicle Safety Standards at the date of vehicle and equipment manufacture.

- 2.3 Only standard factory approved makes and models shall be included in this tender. The unit shall be equipped with all standard features for the quoted make and model plus anything outlined in this specification if not standard. Units shall be supplied only with the standard or advertised optional engine for the unit being bid. Units with non-advertised or altered engine horsepower settings will not be accepted. Only currently advertised and factory approved engine and drive train combinations are acceptable. Only the major details of the unit are listed. It is the supplier's responsibility to deliver a fully equipped unit with compatible components to provide dependable efficient service. Where minimums are given, the unit must meet or exceed the capacity, size, or performance specified. All components of the unit must be new including any related attachments.
- 2.4 For each of the specific requirements, please indicate if the equipment supplied conforms to the Township of Muskoka Lakes actual specification by circling "yes" or "no" in each column as provided. If prompted, please specify the details of the unit in the space provided. For any specific requirements that do not conform to the specifications provided, please circle "no" in the column provided and indicate the manufacturer's actual specification in the space provided on the Specification Sheet. For any specific requirements that do not conform to the specifications provided, please provide additional supporting information on a separate sheet of paper and/or supply product specification information and pamphlets supporting the deviation for review. If a particular manufacturer does not offer a model or option that meets a particular specification in this tender, deviation will be considered at the discretion of the Director of Public Works. The Township reserves the right to review all stated deviations to determine acceptance or non-acceptance as best meets the needs of the Township, without penalty.

**FT-2.5 SCHEDULE OF SPECIFICATIONS**

<b>Item 1 - 1 TON TRUCK WITH DUAL REAR WHEELS AND DUMP BOX</b>				
<b>1.</b>	<b>UNIT INFORMATION</b>			
	Specify year, make, model and estimated date of delivery of the unit being tendered.  Must be a new vehicle 2021 model year or newer	YEAR: _____	MAKE: _____	MODEL: _____
		DELIVERY DATE: _____		
<b>2.</b>	<b>COMMERCIAL MOTOR VEHICLE SAFETY ACT COMPLIANCE:</b>			
	Vehicles shall meet or surpass the mandatory requirements of the Canada Motor Vehicle Safety Act and its Regulations in effect on the date of manufacture and the vehicle must bear the National Safety Mark.	YES	NO	
<b>3.</b>	<b>MINIMUM UNIT SPECIFICATIONS:</b>			
	Class 3 (1 ton) truck with G.V.W.R. 12,000 lbs minimum.	YES	NO	SPECIFY GVWR:
	Four wheel drive with dash control to engage/disengage 4x4	YES	NO	SPECIFY:
	Standard Cab Body	YES	NO	SPECIFY:
	V-8 diesel engine with block heater	YES	NO	SPECIFY:
	Automatic transmission	YES	NO	SPECIFY:
	Positraction /anti slip control	YES	NO	SPECIFY:
	Dual rear wheels with all-season tires front and rear with full-sized spare on rim and jack and wheel wrench	YES	NO	SPECIFY:
	Six additional factory steel rims and pressure sensors	YES	NO	SPECIFY:

	Frame mounted tow hooks, front and back	YES	NO	SPECIFY:
	Power windows	YES	NO	SPECIFY:
	Power locks	YES	NO	SPECIFY:
	Intermittent windshield wipers	YES	NO	SPECIFY:
	Heated exterior mirrors	YES	NO	SPECIFY:
	Rubber/vinyl floor covering with matching formed rubber floor mats	YES	NO	SPECIFY:
	Power steering	YES	NO	SPECIFY:
	Power brakes with ABS	YES	NO	SPECIFY:
	Non-asbestos front and rear brake lining	YES	NO	SPECIFY:
	Front splash guards	YES	NO	SPECIFY:
	Air conditioning and heating system with front and rear window defrosters	YES	NO	SPECIFY:
	Driver and front passenger air bags (minimum)	YES	NO	SPECIFY:
	40-20-40 split seats with fitted seat covers	YES	NO	SPECIFY:
	Driver side and passenger side running boards	YES	NO	SPECIFY:
	AM/FM radio with built in bluetooth technology for hands-free phone calls	YES	NO	SPECIFY:
	Frame mounted Class IV tow package complete with standard Class IV receiver and 7-pin round blade connector for trailer lights/brakes	YES	NO	SPECIFY:
	Four (4) dash mounted body builder auxiliary accessory switches.	YES	NO	SPECIFY:
	One (1) common key fob (remote entry) and two (2) sets of common key (ignition and doors)	YES	NO	SPECIFY:

	Exterior Colour – O.E.M. Highway Yellow / School Bus Yellow or approved equivalent	YES	NO	SPECIFY:
	Interior Colour – Grey or approved equivalent	YES	NO	SPECIFY:
	Standard manufacturer’s warranty	YES	NO	SPECIFY:
	Dealer markings or transfer shall not be applied	YES		
	Vehicle shall be licensed as a commercial vehicle with registered gross weight of 9,000 kg with a valid license plate and ownership in the Township’s name and validation sticker to the end of the current calendar year. Licensing and registration fees shall be billed separately and shall not be included in the tender cost. These fees shall be the standard rates charged by the Ontario Ministry of Transportation and shall not be subject to markup, administrative fee or any other additional costs.	YES	NO	SPECIFY:
	Owner/Operator’s manual (paper or electronic)	YES	NO	SPECIFY:
	Complete parts and service manual (including wiring diagrams) covering all aspects of the delivered equipment provided in one of the following formats: 1) CD or online download 2) Hard copy	YES	NO	SPECIFY:
<b>4.</b>	<b>DUMP BODY SPECIFICATIONS:</b>			
	Voth Job Boss 9’4” steel dump body	YES	NO	SPECIFY:
	To be mounted on the above referenced cab and chassis and include all associated hydraulic (electronic hydraulic powerpack) components and controls	YES	NO	SPECIFY:

	Dash mounted controls of the dump box shall be provided	YES	NO	SPECIFY:
	Dump body to be manufactured from high strength steel alloy (HSLA – 50,000 psi) and painted black	YES	NO	SPECIFY:
	Fold down sides on both sides of dump body with option for wood sideboard extensions	YES	NO	SPECIFY:
	Fold down sides may be between 14” and 18” in height	YES	NO	SPECIFY:
	Headboard complete with dual windows and tool slots			
	Double acting tailgate complete with front control and spreader chains	YES	NO	SPECIFY:
	Manual crank nylon mesh tarp with ground control	YES	NO	SPECIFY:
	Built in LED lighting. Lighting to meet all requirements to be driven on Ontario roadways.	YES	NO	SPECIFY:
	Back up alarm 102 db minimum	YES	NO	SPECIFY:
	Dump mounted amber and blue 16” Apollo low profile fleet +LED mini light bar permanent mount (SWS Model 16399) with dash mounted switch panel (SWS Model 766171)	YES	NO	SPECIFY:
	Rear mud flaps on each side	YES	NO	SPECIFY:

**FT-3 Tenderer’s Declarations**

- 3.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 3.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 3.3 Without limiting the generality of Section FT-3.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.

3.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

**FT-4 Tenderer's Offer**

4.1 The Tenderer offers to do the work in accordance with the Contract Documents.

4.2 The Tenderer offers to do the work and to accept payment at the prices specified in the Schedule of Prices in Section FT-5 of the Tender, in accordance with the Contract Documents.

4.3 The Total Tender Price, based on the Schedule of Prices is:

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_)

**FT-5 Schedule of Prices**

5.1 The Schedule of Prices attached is Section FT-5.2 of the Tender.

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
(only if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Second Signature if required by TC-1)

\_\_\_\_\_  
Print Name of Tenderer(s)



**FT-5.2 SCHEDULE OF PRICES – SUMMARY**

<b>CONTRACT NUMBER T-2021-06</b>			
<b>Supply and Deliver One (1) New 1 Ton Truck with Dual Rear Wheels and Dump Box</b>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver One (1) New 1 Ton Truck with Dual Wheels and Dump Box	
Less Concessions/Discounts			-
Less Trade-in (as specified in SP-C-1) 2011 Dodge RAM 3500 1 ton truck with dual rear wheels and dump box			-
Total Tender Price (Transfer Amount to FT-4.3 of the Tender)			

- 4.3 All prices to be shown excluding HST.
- 4.4 All prices shall be in Canadian Dollars and must include FOB to the Township Glen Orchard Garage. Total bid price shall include applicable customs duty, excise tax, freight and freight tax, OMVIC and OTS fees, fuel charges, insurance, and all other charges of every kind attributable to the work
- 4.5 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement OSS-00163907. Any bids shall include such discounts when available.
- 4.6 Trade-in may or may not be exercised at the sole discretion of the Township. The bid prices in this tender shall be binding regardless of whether the trade-in is exercised or not. In the case that trade-in value is not accepted, the Total Tender Price shall include the Concessions/Discounts but not the Trade-in.

# **SECTION B**

# **FORM OF AGREEMENT**

**TOWNSHIP OF MUSKOKA LAKES**

**FORM OF AGREEMENT**

This Form of Agreement witnesses that a Contract was made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(after this called the “Contractor”)

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

(after this called the “Owner”)

**AND WITNESSES** that the Contractor and the Owner agree as follows:

**FA-1** The Contractor shall perform the following work:

Contract Number T-2021-06

Described as Supply and Deliver One (1) New 1 Ton

Truck with Dual Rear Wheels and Dump

Box

\_\_\_\_\_

**FA-2** The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.

**FA-3** The Owner shall pay the Contractor in accordance with the prices in the Schedule of Prices in the Tender pursuant to the Contract Documents.

**FA-4** The provisions of the Contract Documents shall endure to the benefit of and be binding upon the Contractor and the Owner and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF** the Contractor and the Owner have executed, in the manner required by law, this Form of Agreement.

\_\_\_\_\_  
*Signature*                      *Date*

Contractor  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
*Signature*                      *Date*

Mayor  
The Township of Muskoka Lakes

\_\_\_\_\_  
*Signature*                      *Date*

Contractor  
(Second Signature if required by TC-1)

\_\_\_\_\_  
*Signature*                      *Date*

Clerk  
The Township of Muskoka Lakes

\_\_\_\_\_  
*Signature*                      *Date*

Witness  
(Only if required by TC-1)

**SECTION C**

**SPECIAL PROVISIONS**

# TOWNSHIP OF MUSKOKA LAKES

## SPECIAL PROVISIONS

### No. SP-C-1

#### 1.0 SCOPE

- 1.1 In this contract, *Owner, Township or Township of Muskoka Lakes* can be used interchangeably and means *The Corporation of the Township of Muskoka Lakes*.
- 1.2 This tender is for the supply and delivery of one new one ton truck with dual rear wheels and dump box as specified. All units shall come fully equipped as specified and fully ready for service upon delivery.
- 1.3 The Contractor shall be a factory authorized dealer and be a licensed Motor Vehicle dealer in the Province of Ontario.
- 1.4 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work. This shall include full compliance with the Occupational Health and Safety Act.

#### 2.0 TRADE IN

- 2.1 The trade-in vehicles are as follows:

Township Unit Number: 36-11

Year: 2011

Manufacturer and Model: Chevrolet 3500 HD

Description: 1 ton truck with dual rear wheels and dump box with plow and sander

VIN: 1GB3KZCL8BF133322

Approximate Mileage: 160,000 km

- 2.2 The trade-in unit will be traded in “as is” condition and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality.
- 2.3 The trade-in unit will not include the following equipment:
- 1) Two way radio communication equipment

- 2.4 The stated mileage and hours are approximate at the time of tendering and the Contractor acknowledges and accepts that the Owner may continue to use this unit until such time that it is traded-in and the stated mileage and hours will be subject to change.
- 2.5 The trade-in unit value is to be included on *FT 5.2 Schedule of Prices – Summary* in the Form of Tender. The Township has sole discretion whether to proceed with the trade-in based on the best value to the Township. The trade-in vehicle shall be transferred to the Contractor upon delivery of the new unit if the Township opts to exercise this option.
- 2.6 The trade-in unit will be available for viewing Monday to Thursday 7:30 am to 4:00 pm or on Fridays 7:30 am to 11:00 am and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday). For questions regarding the trade-in and/or to arrange a viewing, please contact Steve Mead, Fleet Foreman at 705-765-3901 or via email at [smead@muskokalakes.ca](mailto:smead@muskokalakes.ca).

### **3.0 PAINT COLOUR**

- 3.1 Paint colours shall be as specified in the Schedule of Specifications in the Form of Tender. Final approval for all paint colours must be provided by the Owner prior to ordering. Approval by the Owner will occur within 5 business days of receiving the paint samples from the Contractor.

### **4.0 DELIVERY**

- 4.1 Delivery shall be to the Muskoka Lakes Glen Orchard garage located at 3951 Muskoka District Road 169, Port Carling, ON. A minimum of 48 hours' notice shall be provided to Tim Sopkowe, Public Works Technician at 705-765-3156 ext. 251 or via email at [tsopkowe@muskokalakes.ca](mailto:tsopkowe@muskokalakes.ca). Delivery shall occur Monday to Thursday 7:30 am to 4:00 pm or on Fridays 7:30 am to 11:00 am and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday).
- 4.2 Delivery shall occur no later than the Delivery Date provided by the Tenderer in section 2.5 Schedule of Specifications contained in the Form of Tender.

### **5.0 CONCESSIONS AND DISCOUNTS**

- 5.1 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement OSS-00163907. Any bids shall include such discounts where possible.

### **6.0 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK**

- 6.1 No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.

- 6.2 Extra Work, Additional Work and/or Changes in the Work must be identified as such by the Contractor when submitting the request for approval and no claims shall be made related to delays by the Contractor in requesting approval to complete Extra Work, Additional Work and/or Changes in the Work.
- 6.3 Despite anything stated elsewhere in the Contract, approval from the Contract Administrator shall be received before completing any Extra Work, Additional Work and/or Changes in the Work. Failure to obtain prior written approval may result in non-payment for this portion of the work.

## **7.0 INDEMNIFICATION**

- 7.1 The contractor shall indemnify and hold the Corporation of the Township of Muskoka Lakes harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement.

## **8.0 PAYMENT**

- 8.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.
- 8.2 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at [ap@muskokalakes.ca](mailto:ap@muskokalakes.ca). All invoices related to this tender shall reference the tender number and the purchase order number provided.
- 8.3 The Township's standard payment term is net thirty (30) days but failure to submit an invoice with the required information could result in delay of payment.
- 8.4 The Township pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice. The Contractor shall include the HST Registration Number on all invoices.