



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2022-03**

**Supply and Deliver Two (2) New Tandem  
Axle Trucks with Spreader/Dump Body and  
Snow Plow Equipment**

# **TOWNSHIP OF MUSKOKA LAKES**

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**SECTION A**

**TENDER**

# 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-2022-03

Described as Supply and Deliver Two (2) New Tandem  
Axle Trucks with Spreader/Dump Body  
and Snow Plow Equipment.

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 2, 2022**

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 five (5) 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.
- 1.10 It is recognized that Tenderers may wish to bid with alternate truck makes, models, model year and features. Multiple bids are permitted for this tender. In the case of a Tenderer submitting multiple bids each bid must be submitted as its own package and marked in such a way to differentiate the Bids (e.g. Bid 1, Bid 2, etc.).

### **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 three (3) 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).

**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-2022-03 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 \_\_\_
  - 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>1.</b>	<b>UNIT INFORMATION</b>	
	Specify year, make, model and date of delivery of the unit being tendered.  Must be a new unit, 2022 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	SPECIFY:
<b>3.</b>	<b>GROSS WEIGHT RATINGS</b>			
	G.V.W.R. – 30,000 kg. (66,000 lbs.) minimum	SPECIFY:		
	G.A.W.R. (front) – 9,090 kg. (20,000 lbs.) minimum	SPECIFY:		
	G.A.W.R. (rear) – 20,909 kg. (46,000 lbs.) minimum	SPECIFY:		
	The allowable G.V.W.R. as supplied shall be shown on a metal or mylar tag	YES	NO	SPECIFY:
	Total chassis weight	YES	NO	SPECIFY:
	Vehicle width shall be 2590 mm (102”).	YES	NO	SPECIFY:
<b>4.</b>	<b>AXLES</b>			
	Power assisted steering	YES	NO	SPECIFY:
	MFS 20-133A 22000 LBS. FLI single front axle	YES	NO	SPECIFY:
	Front axle shall have lubricated wheel bearings and shall be synthetic oil.	YES	NO	SPECIFY GREASE TYPE:
	Front axle wheel-hub cover shall be SKF CR Scott Seal or equivalent.	YES	NO	SPECIFY:
	29 inch Set Forward Axle	YES	NO	SPECIFY:
	Graphite Bronze for rear shackles of front axle	YES	NO	SPECIFY:
	Rear tandem axle capacity – 20,909 kg. (46,000 lbs.)	YES	NO	SPECIFY:
	Shall be equipped with a driver-controlled inter-axle and full locking differential in both axles.	YES	NO	SPECIFY:
	C.A. shall be 3,200mm (134”), +/- 25mm (1”)	YES	NO	SPECIFY:
	Rear tandem axle shall be single speed with (54”) spread.	YES	NO	SPECIFY:

	The rear differentials shall be supplied with 100% synthetic lubricating oil.	YES	NO	SPECIFY:
	Rear axle shall be a Rockwell-Meritor with lubrication pump, Model # RT-46-164P with 456 Ratio	SPECIFY: MODEL: _____ MAKE: _____		
	Road speed in top gear shall be 100 – 105 km/h (62 – 66 mph)	SPECIFY GEARED TOP SPEED:		
<b>5.</b>	<b>BRAKES</b>			
	Brake control system shall be a 4 channel Anti-lock braking system.	YES	NO	SPECIFY MANUFACTURER:
	Service brakes – full air brakes, “S” cam drum type, Q+ design	YES	NO	SPECIFY:
	Brake drums shall be outboard mounted	YES	NO	SPECIFY:
	Front brakes size – 16.5 X 6 minimum	YES	NO	SPECIFY:
	Cast iron front brake drum, outboard mounted.	YES	NO	SPECIFY:
	Rear brakes size – 16.5 x 7 minimum	YES	NO	SPECIFY:
	Trailer brake connections shall be mounted at the end of the chassis frame.	YES	NO	SPECIFY:
	Electrical receptacle shall be mounted at the end of chassis frame for trailer wiring.	YES	NO	SPECIFY:
	Full pressure trailer brake hand control shall be installed with tractor protection valve.	YES	NO	SPECIFY:
	Cast iron rear brake drums, outboard mounted.	YES	NO	SPECIFY:
	Dust shields front and rear	YES	NO	SPECIFY:
	Low air pressure indicator	YES	NO	SPECIFY:
	Berg pull-cord drain valves on all tanks.	YES	NO	SPECIFY:
	Air dryer – Bendix AD-9 with heater	YES	NO	SPECIFY:

	Air compressor – 19.0 cfm minimum	YES	NO	SPECIFY CFM:
	Asbestos-free brake lining	YES	NO	SPECIFY:
	Automatic slack adjusters – Eaton Haldex	YES	NO	SPECIFY:
<b>6.</b>	<b>FRAME</b>			
	Frame rails sprayed in rad area	YES	NO	SPECIFY:
	Intermediate cross-member shall be made of steel.	YES	NO	SPECIFY:
	Forward, rear suspension material shall be made of steel.	YES	NO	SPECIFY:
	Four (4) heavy duty tow hooks to be mounted on frame rails front and rear	YES	NO	SPECIFY:
	Front frame extension if required for Body Builder Mounting of equipment.	YES	NO	SPECIFY:
	Section modulus shall be 31.1 in (cubed) minimum.	YES	NO	SPECIFY:
	Frame yield strength shall be 120,000-psi minimum.	YES	NO	SPECIFY:
	Specify Frame Dimensions (Depth x Width x Thickness)	YES	NO	SPECIFY:
	Specify dimensions of reinforcement	YES	NO	SPECIFY:
	The after frame (AF) dimension shall be a minimum of 66 “.	YES	NO	SPECIFY:
	Mounting of snowplow cheek plates shall be possible.	YES	NO	SPECIFY:
	Provision shall be made to prevent diamond shaping of the frame. The frame shall be bridged, or a cross-member shall be supplied within ten inches of the rear of the cab in order to transfer snowplow wing push to each frame rail. This cross-member shall have gussets fore and aft.	YES	NO	SPECIFY:
<b>7.</b>	<b>SUSPENSION</b>			
	Flat leaf 23000 Lbs. front suspension. Timbren Rubber Block to assist suspension to carry snowplow wing.	YES	NO	SPECIFY:
	Rear suspension shall be 46K HENDRICKSON hn462 54” spacing.	YES	NO	SPECIFY:

<b>8.</b>	<b>WHEELS &amp; TIRES</b>			
	Dual rear wheels	YES	NO	SPECIFY:
	Steel drive axle hubs front/rear	YES	NO	SPECIFY:
	Two (2) steer tires - first line steel belted radial tubeless type tires 425/65R22.5 Michelin ZY3 WB	SPECIFY SIZE: _____ & LOAD RANGE: _____		
	Wheels Front Disc; Painted Steel 10 stud (285.75MM BC) Hub Piloted, 5 Hand Holes, Flange Nut, Metric Mount, 12.5 DC Rims with Steel Hubs.	YES	NO	SPECIFY:
	Eight (8) drive tires - first line steel belted radial tubeless type tires 11R22.5 Michelin XDE M/S, load range "H"	SPECIFY SIZE: _____ & LOAD RANGE: _____		
	Wheels Rear Dual Disc; 22.5" Painted Steel, 5 Hand Holes, 10-Stud (285.75)MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With 0.472" Thick increased capacity disc and steel hubs.	YES	NO	SPECIFY:
	8 additional OEM drive wheel rims. Wheels Rear Dual Disc; 22.5" Painted Steel, 5 Hand Holes, 10-Stud (285.75)MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With 0.472" Thick increased capacity disc and steel hubs.	YES	NO	SPECIFY:
<b>9.</b>	<b>ENGINE</b>			
	Detroit Diesel DD13 - Electronic controlled, Diesel, water cooled, in-line, four (4) stroke cycle, six (6) cylinder, sleeved engine, governed for vocational use GHG Compliant.	SPECIFY: MAKE: _____ MODEL: _____		
	Engine displacement – 12 L. minimum	SPECIFY:		
	Engine Net Power - 430 HP minimum within governed R.P.M. range - (SAE J 1349)	SPECIFY:		
	Minimum net torque shall be 1650-ft lb	SPECIFY:		
	The starter motor shall be a Delco Remy, 12 volt, 39 MT starter.	YES	NO:	SPECIFY STARTER MANUFACTURER TYPE:

	Exhaust piping shall be of stainless steel construction where possible, aluminized being the alternative, but all flex pipe must be stainless. (5" diameter)	YES	NO	SPECIFY
	Shall have an engine brake installed (compression or exhaust type) capable of 350 horsepower braking capability	YES	NO	SPECIFY: TYPE: _____ HORSEPOWER: _____
	Engine oil pan shall be protected from corrosion by a rust proof epoxy coating or be aluminum die cast.	YES	NO	SPECIFY:
<b>10.</b>	<b>TRANSMISSION</b>			
	Eaton Fuller RTLO16913A	YES	NO	SPECIFY TRANSMISSION MODEL #:
	Transmission lubricant shall be synthetic	YES	NO:	SPECIFY: LUBE TYPE: _____ QUANTITY (L): _____
	Driveline shall be calculated to torque requirements	YES	NO	SPECIFY DRIVELINE SERIES:
	Axle Ratio 4.56	YES	NO	SPECIFY RATIO:
<b>11.</b>	<b>CLUTCH</b>			
	Clutch shall be Eaton Fuller 15.5" two-plate dampened ceral-metalic easy pedal.	YES	NO	SPECIFY CLUTCH MODEL:
	Clutch housing shall be aluminum in construction.	YES	NO	SPECIFY:
	Clutch shall have an extended lube line (for greaseable release bearing)	YES	NO	SPECIFY:
<b>12.</b>	<b>ENGINE EQUIPMENT</b>			
	Key on, Key off engine control	YES	NO	SPECIFY:



	Alternator shall be a Delco Remy 12 Volt 160 amp, 28 SI Heavy Duty Alternator.	YES	NO	SPECIFY: MODEL: _____ VOLTAGE: _____ AMP OUTPUT: _____
	The alternator capacity at engine idle shall be 50 amperes, minimum.	YES	NO	SPECIFY: VOLTAGE: _____ AMP OUTPUT: _____
	Three- (3) absorbed glass matt, 12 Volt, 3000 CCA batteries minimum.	YES	NO	SPECIFY: MANUFACTURER: _____ MODEL: _____ CCA: _____
	Automatic, temperature controlled on/off fan clutch.	YES	NO	SPECIFY FAN MANUFACTURER:
	High temperature and low oil pressure engine protection light and audible warning device shall be installed.	YES	NO	SPECIFY:
	Air cleaner – dry type	YES	NO	SPECIFY:
	Air cleaner shall have provision for switching between outside air intake and under-hood air intake or have a similar means to avoid impacting of snow in the air induction system under severe conditions.	YES	NO	SPECIFY:
	Dash mounted air filter restriction indicator gauge	YES	NO	SPECIFY:
	Oil filter – full flow type	YES	NO	SPECIFY FILTER #:

	Shall have Petroleum based engine lubricant installed.	YES	NO	SPECIFY: GRADE: _____ QUANTITY: _____ MANUFACTURER: _____
	A heavy-duty fuel water separator with heater and sight glass shall be supplied wired to same receptacle as engine block heater.	YES	NO	SPECIFY ELEMENT #:
	Engine block heater shall be 120 Volts, 1500 watts minimum; receptacle mounted left side under driver's door and must have a covering flap.	YES	NO	SPECIFY HEATER OUTPUT:
	Engine anti-freeze protection to -60 C and shall be (long-life) SCA, heavy duty preferred	YES	NO	SPECIFY:
	Engine hood shall be forward tilting type, with adequate hatches to provide easy engine access. Shall have integral fenders with a splash and spray control system with some form of fender liner.	YES	NO	SPECIFY FILTER #:
	The radiator shall be mounted high enough to allow the installation of a front mounted pump and drive shaft. If this is not possible, then an alternative engine power take-off (PTO) must be provided.	YES	NO	SPECIFY HATCH LOCATIONS:
	Crankshaft shall be provided with an adapter for PTO drives.	YES	NO	SPECIFY POWER TAKE OFF LOCATION:
	Exhaust – Right side horizontal muffler with vertical pipe underframe/cab mounted heat shield and 90 degree elbow	YES	NO	SPECIFY:
<b>13.</b>	<b>CAB</b>			
	Conventional cab with 110 inch Bumper to back of cab.	YES	NO	SPECIFY:
	Air Suspension	YES	NO	SPECIFY:
	Seats – Driver shall be premium high back air suspension w/triple lumbar support. Cloth cover	YES	NO	SPECIFY:

	Seat Upholstery shall be cloth	YES	NO	SPECIFY:
	Inboard driver's seat dual armrest	YES	NO	SPECIFY:
	Shall have two (2) 3 point seat belts with retractors.	YES	NO	SPECIFY:
	Dual sun visors	YES	NO	SPECIFY:
	Front, overhead driver's storage.	YES	NO	SPECIFY:
	Stationary front grille.	YES	NO	SPECIFY:
	Steering wheel shall be 18" and shall have a tilt and telescoping column for driver comfort.	YES	NO	SPECIFY:
	8", right and left, fender mounted convex mirrors.	YES	NO	SPECIFY:
	Convex wide-angle mirror on drivers and passenger sides.	YES	NO	SPECIFY:
	Dow view mirror over passenger side mirror.	YES	NO	SPECIFY:
	Intermittent speed window wipers with electric washer pump.	YES	NO	SPECIFY:
	Heated windshield	YES	NO	SPECIFY:
	Integral Air Conditioning/Heater with controls.	YES	NO	SPECIFY:
	Electronic outside temperature package	YES	NO	SPECIFY:
	Tachometer	YES	NO	SPECIFY:
	Hour meter	YES	NO	SPECIFY:
	Transmission Temperature Gauge	YES	NO	SPECIFY:
	Turbo-boost Gauge	YES	NO	SPECIFY:
	Rains gutters and drip moldings	YES	NO	SPECIFY:
	12 V Power point – ("Cigar Lighter")	YES	NO	SPECIFY:
	Cup holder(s)	YES	NO	SPECIFY:

	Rustproofing of entire underside chassis and box to be completed after auto-greaser installation.	YES	NO	SPECIFY:
	Rubber fender moldings	YES	NO	SPECIFY:
	Floor covering shall be rubber/vinyl	YES	NO	SPECIFY:
	Mirrors shall be heated	YES	NO	SPECIFY:
	Grab bars on each side to assist entry and exit.	YES	NO	SPECIFY:
	Lower and intermediate steps, both sides.	YES	NO	SPECIFY:
	Air horn, with snow shield if not mounted under the hood.	YES	NO	SPECIFY:
	Factory installed manufactures standard AM/FM radio with speakers	YES	NO	SPECIFY:
	Power operated driver and passenger side windows with a switch(s) accessible by the driver and passenger.	YES	NO	SPECIFY:
	2-Way radio wiring shall be included with 20-amp fuse protection.	YES	NO	SPECIFY:
	The turn signal flasher shall be electronic, heavy-duty.	YES	NO	SPECIFY:
	Body Builder Wiring inside the cab to include sealed connectors for tail/amber, turn/marker/standard backup/accessory, power/ground, stop/turn	YES	NO	SPECIFY:
	Wiring shall be provided for axillary backup lights. Wiring shall be provided from a dash mount switch to the rear of the truck at the pintle plate area. Lights are not be supplied. The Township will install 2 of LED back-up lights after receipt of plow truck.	YES	NO	SPECIFY:
	Body Builder Circuits mounted inside the cab, with 6 switches in the instrument panel, One power module with 6 channel, 20-amp max. per channel and 80-amp max. output, switches control the power module through module through multiplex wiring.	YES	NO	SPECIFY:
	Auxiliary Harness, 3 feet long for auxiliary front head lights and turn signals for front plough applications.	YES	NO	SPECIFY:
	5 Pound (ABC DRY TYPE), rechargeable fire extinguisher mounted in cab.	YES	NO	

	Installed Safety Equipment shall include a Triangle Reflector Kit.	YES	NO	
	Self-canceling turn signal switch	YES	NO	SPECIFY:
<b>14.</b>	<b>FUEL TANK</b>			
	Single, 375 litre (minimum) left side mounted, 25" diameter unpainted aluminum tank with unpainted stainless steel tank straps.	YES	NO	SPECIFY:
	Shall have a non-locking type fuel cap.	YES	NO	SPECIFY: TANK STYLE: _____ CAPACITY: _____
	Nylon type fuel lines.	YES	NO	SPECIFY:
	In-cab fuel gauge.	YES	NO	SPECIFY:
<b>15.</b>	<b>LIGHTS</b>			
	Stop lights. LED Sealed units Inset in Pintle Plate	YES	NO	SPECIFY:
	Five cab identification lights, LED type mounted in overhead fiberglass Sun-visor.	YES	NO	SPECIFY:
	Four- way flasher	YES	NO	SPECIFY:
	Two standard back-up lights	YES	NO	SPECIFY:
	Sealed beam head lights	YES	NO	SPECIFY:
	Fog lights	YES	NO	SPECIFY:
<b>16.</b>	<b>PAINT</b>			
	Frame: Black (P3036)	YES	NO	SPECIFY:
	Cab: Highway Yellow / School Bus Yellow	YES	NO	SPECIFY:

	All Plow/Wing and Harness: Dupont Black (P3036)	YES	NO	SPECIFY:
	Dump Body: To match Cab	YES	NO	SPECIFY:
<b>17.</b>	<b>WARRANTY</b>			
	The truck shall be covered by the standard manufacturer's warranty a description of which shall be included with the tender submission.	YES	NO	
	The truck shall be covered by a 24 month optional manufacturer's warranty a description of which shall be included with the tender submission.	YES	NO	
	The truck shall be covered by a 36 month optional manufacturer's warranty a description of which shall be included with the tender submission.	YES	NO	
	Standard and optional extended warranty shall be FOB the Township shop and include all parts, labour and travel including two million dollars motor vehicle liability insurance as required.	YES	NO	
	Standard and optional extended warranty shall be effective from the date the unit is received	YES	NO	
	The supplier shall pay for any inspection and/or adjustment that may be necessary in accordance with the standard and optional extended warranty	YES	NO	
<b>18.</b>	<b>MISCELLANEOUS</b>			
	Dealer markings or transfer are not be applied to these vehicles.	YES	NO	
	Vehicle shall be supplied with a valid Periodic Mandatory Commercial Vehicle Inspection (PMCVI) sticker and licensed	YES	NO	SPECIFY:
	Vehicle shall be licensed as a commercial vehicle with registered gross weight of 46,000 kg with a valid license plate and ownership in the Township's name and validation sticker to the end of the current 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:
	One (1) owner / operator's manual	YES	NO	

	Both the chassis and body builder shall provide a 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	
<b>19.</b>	<b>ADDITIONAL EQUIPMENT / FEATURES</b>			
	Lubcore Progressive automatic lubrication system utilizing EP-2 Grease Slack adjusters (6 in total) to be excluded from system for manual lubrication purposes	YES:	NO:	SPECIFY:
	One Model PL1415HW Viking spreader body c/w air tarp, steel conveyor cover, poly liner.	YES	NO	SPECIFY:
	One Viking 500 T tilt harness with quick tack pockets.	YES	NO	SPECIFY:
	Viking 120HSE9 one way snow plow (11 foot) with hydraulic mould board tilt cylinder package	YES	NO	SPECIFY:
	Standard front cable post	YES	NO	SPECIFY:
	Viking model 350 cable rear tower	YES	NO	SPECIFY:
	Viking VCL 156 WHD wing (12 foot)	YES	NO	SPECIFY:
	Front left discharge with chain cross conveyor and spinner	YES	NO	SPECIFY:
	Dowty tandem dry mode pump	YES	NO	SPECIFY:
	Compu-Spread model CS550 automated spreader controller shall be provided, complete with 2 section M4 valves to operate spinner and conveyor.	YES	NO	SPECIFY:
	Automated spreader controller shall be equipped with the capability of downloading data onto a USB drive.	YES	NO	SPECIFY:
	Automated spreader controller shall be calibrated to MTO parameters prior to delivery of the completed plow truck.	YES	NO	SPECIFY:
	Two (2) sensors shall be installed, including wiring routed inside the cab for attachment to the Township GPS unit (TITAN TT3300SNOW with TTMEBridgeV2). The GPS unit shall not be included. One sensor shall utilise a proximity switch installed at	YES	NO	SPECIFY:

	plow lift cylinder, in order to download data when plow is in the working position. The second sensor shall use a pressure switch attached to main conveyor chain hydraulic motor, downloading data when the body is spreading sand/salt.			
	Rexroth GPS/Temperature cable (part #R987376776) to be supplied for GPS tie-in	YES	NO	SPECIFY:
	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 amber flasher	YES	NO	SPECIFY:
	Hopper Light	YES	NO	SPECIFY:
	Spinner light	YES	NO	SPECIFY:
	Plow lights shall be Uni Bond model LWP6600S heated LED plow lights with auto on/off temp sensor	YES	NO	SPECIFY:
	Pintle hook – PH-200	YES	NO	SPECIFY:
	Back up alarm 102 d.b.a. minimum.	YES	NO	SPECIFY:
	Plow blades – 1- ¾ hardened backer blade c/w with three (3) carbide blades	YES	NO	SPECIFY:
	Wing blade – 3 – ¾" hardened backer blades complete with three (3) carbide blades and wing shoes	YES	NO	SPECIFY:
	All pertinent accessories required for installation and operation of a dump/snow plow/sander truck	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 and Schedule of Provisional 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 (and excluding the Schedule of Provisional Prices) is:

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

**FT-5 Schedule of Prices and Schedule of Provisional Prices**

5.1 The Schedule of Prices attached is Section FT-5.2 of the Tender and the Schedule of Provisional Prices attached is Section FT-5.3.

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**

<p align="center"><b>CONTRACT NUMBER T-2022-03</b>  <b>Supply and Deliver Two (2) New Tandem Axle Trucks with Spreader/Dump Body and Snow Plow Equipment</b></p>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver Two (2) New Tandem Axle Trucks with Spreader/Dump Body and Snow Plow Equipment	
		Less Concessions/Discounts	-
		Less Trade-in Unit #1 (as specified in SP-C-1)	-
		Less Trade-in Unit #2 (as specified in SP-C-1)	-
		Total Tender Price (Transfer Amount to FT-4.3 of the Tender)	

**FT-5.3 SCHEDULE OF PROVISIONAL PRICES – SUMMARY**

<p align="center"><b>CONTRACT NUMBER T-2022-03</b>  <b>Provisional Tender Items</b></p>			
Item	Spec. Code	Item Description	Total
2	SP-C-1	Manufacturers optional 24 month extended warranty	
3	SP-C-1	Manufacturers optional 36 month extended warranty	

5.4 All prices to be shown excluding HST.

- 5.5 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, insurance, and all other charges of every kind attributable to the work
- 5.6 Trade-in(s) 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(s) is exercised or not. In the case that trade-in(s) 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-2022-03

Described as Supply and Deliver Two (2) New Tandem Axle Trucks with Spreader/Dump Body and Snow Plow Equipment.

- 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.

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
Contractor (Corporate Seal if required by TC-1)		Director of Public Works The Township of Muskoka Lakes	

_____ <i>Signature</i>	_____ <i>Date</i>
Contractor (Second Signature if required by TC-1)	

_____ <i>Signature</i>	_____ <i>Date</i>
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 two new tandem axle trucks with spreader/dump body and snow plow equipment 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 vehicle(s) are as follows:

Trade-in Unit #1

Township Unit Number: 42-08

Year: 2008

Manufacturer: Sterling

Description: Single axle truck with spreader/dump body, plow and wing

VIN: 2FZAAZDEX8AZ07093

Approximate Mileage: 230,000 km

Trade-in Unit #2

Township Unit Number: 43-11

Year: 2012

Manufacturer: Western Star

Description: Single axle truck with spreader/dump body, plow and wing

VIN: 2FZAAZDEX8AZ07093

Approximate Mileage: 220,000 km



- 2.2 The trade-in unit(s) 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(s) will not include the following equipment:
- 1) Two way radio communication equipment
- 2.4 The stated mileage is 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(s) 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(s) shall be transferred to the Contractor upon delivery of the new unit(s) if the Township opts to exercise this option.
- 2.6 The trade-in unit(s) 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 paint application. Approval by the Owner will occur within 5 business days of receiving the physical 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 and all concessions shall be stated on the *FT 5.2 Schedule of Prices – Summary* in the Form of Tender.

## **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.