



# **Township of Muskoka Lakes**

## **Request for Tender**

**T-2022-31**

**JOHN DEERE GATOR  
Wildland 5**

# **TOWNSHIP OF MUSKOKA LAKES**

## **CONTENTS**

**Section A** Tender

**Section B** Form of Agreement

**Section C** Special Provisions

**SECTION A**

**TENDER**

# TOWNSHIP OF MUSKOKA LAKES

## INDEX TO TENDER

PART I	TENDER CALL .....	1
PART II	TENDER CONDITIONS .....	2
TC-1	Completion and Submissions of Tenders .....	2
TC-2	Basis of Award .....	2
TC-3	Addenda.....	3
TC-4	Irregular Tenders .....	3
TC-5	Unbalanced Tenders .....	3
TC-6	Collusion.....	3
TC-7	Right to Accept or Reject Tenders.....	3
TC-8	Contract Documents .....	4
TC-9	Errors, Omissions and Discrepancies in the Contract Documents.....	4
TC-10	Irrevocability of Offer.....	4
TC-11	Successful Tenderer - WSIB Certificate of Clearance .....	4
TC-12	Successful Tenderer - Execution of Form of Agreement .....	4
TC-13	Successful Tenderer - Time for Completion .....	4
TC-14	Successful Tenderer - Submission of Documentation.....	5
TC-15	Successful Tenderer - Commencement of the Work .....	5
TC-16	Successful Tenderer - Vendor Performance Management Notice .....	5
PART III	- FORM OF TENDER.....	6
FT-1	Contract Documents .....	6
FT-2	Schedule of Specifications.....	6
FT-3	Tenderer's Declarations.....	10
FT-4	Tenderer's Offer .....	11
FT-5	Schedule of Prices.....	11

# 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-2022-31

Described as Supply and Deliver

One (1) New John Deere Gator

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

Tenders shall be addressed and delivered to: Fire Chief – Ryan Murrell  
TENDER #T-2022-31  
Muskoka Lakes Fire Department  
Via EMAIL: [rmurrell@muskokalakes.ca](mailto:rmurrell@muskokalakes.ca)  
Please CC: [mtoner@muskokalakes.ca](mailto:mtoner@muskokalakes.ca)

**Tenders shall be received until: 2:00 pm Thursday March 31, 2022**

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

## **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 Ryan Murrell, Fire Chief at [rmurrell@muskokalakes.ca](mailto:rmurrell@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.

### **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 December 1, 2022.
- 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-2022-31** 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 vehicle shall be equipped with all standard features for the quoted make and model plus anything outlined in this specification if not standard. Vehicles shall be supplied only with the standard or advertised optional engine for the vehicle being bid. Vehicles 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 vehicle are listed. It is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service. Where minimums are given, the vehicle must meet or exceed the capacity, size, or performance specified. All components of the vehicle 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 vehicle 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 - JOHN DEERE GATOR</b>				
<b>1.</b>	<b>VEHICLE INFORMATION</b>			
	Specify year, make, model and estimated date of delivery of the vehicle being tendered.  Must be a new vehicle 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 any safety requirements to operate in Canada.	YES	NO	
<b>3.</b>	<b>MINIMUM VEHICLE SPECIFICATIONS:</b>			
	22.8 Engine HP*(854cc)	YES	NO	SPECIFY:
	Three Cylinder, Liquid-cooled	YES	NO	SPECIFY:
	Overhead Valves	YES	NO	SPECIFY:
	4-Cycle Diesel Full Pressure Lubrication System	YES	NO	SPECIFY:
	Dry, replaceable, single-element air cleaner with easy access for service	YES	NO	SPECIFY:
	11.2 Gallon (42.4L) Fuel Capacity	YES	NO	SPECIFY:
	Solid-state Ignition (12V)	YES	NO	SPECIFY:
	Spark-arresting Muffler	YES	NO	SPECIFY:
	Electric Start 55 Amp Alternator	YES	NO	SPECIFY:
	480 CCA Battery	YES	NO	SPECIFY:

	Two 37.5 Watt Halogen Headlights	YES	NO	SPECIFY:
	Continuously Variable Transmission	YES	NO	SPECIFY:
	Full Clutch Enclosure	YES	NO	SPECIFY:
	Two-speed Transaxle	YES	NO	SPECIFY:
	Operator Selectable 4WD	YES	NO	SPECIFY:
	32 mph (51 kph) Maximum Forward Speed	YES	NO	SPECIFY:
	On-demand Four-Wheel Drive System	YES	NO	SPECIFY:
	Auto Locking Front Differential	YES	NO	SPECIFY:
	Front and Rear Hydraulic Disk Brakes	YES	NO	SPECIFY:
	Foot Operated Sealed Wet Disk Park brake; Hand Release	YES	NO	SPECIFY:
	Forged Rear Axles	YES	NO	SPECIFY:
	Rack and Pinion Steering	YES	NO	SPECIFY:
	Tilt Steering	YES	NO	SPECIFY:
	Electronic Power Assist Steering EPAS	YES	NO	SPECIFY:
	Independent Front Suspension (IRS) with 7.9 inches (200.7 mm) of travel	YES	NO	SPECIFY:
	Integrated 2" Rear Receiver	YES	NO	SPECIFY:
	13.5 ft. (4.1 m) Turning Radius	YES	NO	SPECIFY:
	Ground Clearance: 11.2 In. (284 mm)	YES	NO	SPECIFY:
	Welded Tubular Frame	YES	NO	SPECIFY:
	Automotive Grade Impact Resistant Polypropylene	YES	NO	SPECIFY:

	Mesh Operator Side Retention nets with seat buckle latch	YES	NO	SPECIFY:
	Steel Tubular Overhead Structure	YES	NO	SPECIFY:
	Multiple Passenger Handholds	YES	NO	SPECIFY:
	3-pt. Seat Belts	YES	NO	SPECIFY:
	ISO 3471 And OSHA ROPS Certified	YES	NO	SPECIFY:
	40/60 (Driver/Passengers) Bench Seat	YES	NO	SPECIFY:
	Seating Capacity: 3 Adults	YES	NO	SPECIFY:
	Adjustable Operator Seat	YES	NO	SPECIFY:
	7 In. (178 mm) Slide Rail Adjustment on Driver's Seat	YES	NO	SPECIFY:
	Hip Restraint Bars for Driver and Passenger	YES	NO	SPECIFY:
	Passenger Grab Handles (Dash and OPS)	YES	NO	SPECIFY
	Dash Storage Bins (3 Total: .4 Gallon (1.6L) each)	YES	NO	SPECIFY
	Enclosed Glove Box: 1 Gallon (3.85L)	YES	NO	SPECIFY
	Storage Compartment Under Seat: 15 Gallon (56.7L)	YES	NO	SPECIFY
	Four Cup Holders	YES	NO	SPECIFY
	12v DC Outlet	YES	NO	SPECIFY
	Digital Instrument Cluster with (Fuel Level, Speed MPH, KH/h, RPM, Hour meter, Odometer with trip, Water Temp, 4WD notice, Malfunction Notices)	YES	NO	SPECIFY
	Integrated 2 Inch Front Receiver Hitch	YES	NO	SPECIFY
	Skid Plate	YES	NO	SPECIFY
	127 In. Long x 62.7 In. Wide x 77.8 Inches High	YES	NO	SPECIFY

	Cab units would be different	YES	NO	SPECIFY
	1,500 Lb (680 kg)	YES	NO	SPECIFY
	Towing Capacity: 2,000 Lb (907kg)	YES	NO	SPECIFY
	45 In. Long x 52 In. Wide x 12 In. Deep (1,143mm x 1321mm x 305mm)	YES	NO	SPECIFY
	16.4cu. ft (.46 cu.m) Capacity	YES	NO	SPECIFY
	1000 Lbs (454 kg) Box Capacity	YES	NO	SPECIFY
	Manual Cargo Box Lift	YES	NO	SPECIFY
	Tilting Box	YES	NO	SPECIFY
	Hinged (Bottom) Tailgate	YES	NO	SPECIFY
	Load Guard	YES	NO	SPECIFY
	TIRES: See Configurator for Base Tires	YES	NO	SPECIFY
	SAFETY VIDEO TAPE: Safety and Operational DVD Operators Manual	YES	NO	SPECIFY
	Colour: GREEN & YELLOW	YES	NO	SPECIFY
	25" TERRA HAWK ALL TERRAIN TIRES	YES	NO	SPECIFY
	YELLOW SPLIT BENCH	YES	NO	SPECIFY
	1/2 DOORS, GREEN /YELLOW	YES	NO	SPECIFY
	BLK ROOF, WNDSHLD/WIPER REAR PANEL	YES	NO	SPECIFY
	PARK POSITION & EMERG BRAKE	YES	NO	SPECIFY
	SPRAY LINED BOX W/ BREAK/TAILLIGHTS	YES	NO	SPECIFY
	MANUAL BOX LIFT	YES	NO	SPECIFY
	REAR BUMPER	YES	NO	SPECIFY
	FRONT BRUSH GUARD	YES	NO	SPECIFY

	FRONT STORAGE RACK	YES	NO	SPECIFY
	BLOCK HEATER & ADAPTER	YES	NO	SPECIFY
	LED WORK LIGHTS	YES	NO	SPECIFY
	FRONT HARNESS KIT	YES	NO	SPECIFY
	TURN SIGNALS & HAZARDS	YES	NO	SPECIFY
	HORN	YES	NO	SPECIFY
	BACKUP ALARM	YES	NO	SPECIFY
	HD FRONT SHOCKS	YES	NO	SPECIFY
	HD REAR SHOCKS	YES	NO	SPECIFY
	SIDE TOOL RACK	YES	NO	SPECIFY
	REAR CAB ATTACHMENT HARNESS	YES	NO	SPECIFY
	CAMSO UTV 4S1 TRACKS	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**

<b>CONTRACT NUMBER T-2022-31</b>			
<b>Supply and Deliver One (1) New John Deere Gator</b>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver One (1) New John Deere Gator	
Less Concessions/Discounts on Item #1			-
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, 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-00634452. 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.

# **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-2022-31

Described as Supply and Deliver

One (1) New John Deere Gator

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

**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 John Deere Gator as specified. All vehicles 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 is as follows: N/A  
Township Vehicle Number:  
Year:  
Manufacturer and Model:  
Description:  
VIN:  
Approximate Mileage:
- 2.2 The trade-in vehicle 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 vehicle will not include the following equipment:  
  
N/A

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 vehicle until such time that it is traded-in and the stated mileage and hours will be subject to change.

**2.4** The trade-in vehicle 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 vehicle if the Township opts to exercise this option.

**2.5** The trade-in vehicle 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 Ryan Murrell, Fire Chief via email at [rmurrell@muskokalakes.ca](mailto:rmurrell@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 Port Carling Station 6 located at 1 Lee Valley Dr, Port Carling, ON P0B 1J0. A minimum of 48 hours' notice shall be provided to Kevin Gonneau, Deputy Chief at 705-394-4906 or via email at [kgonneau@muskokalakes.ca](mailto:kgonneau@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 December 1, 2022.

### **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 - 00634452. 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.