



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2023-13**

**Supply and Deliver One (1) New Four Wheel  
Drive Backhoe Loader with Extendable  
Backhoe**

# **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-2023-13

Described as Supply and Deliver One (1) New Four

Wheel Drive Backhoe Loader with

Extendable Backhoe

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, Jan 4<sup>th</sup>, 2023**

## **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.

### **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, the Delivery Date and the total cost of operation and ownership of the unit. 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 one (1) 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 ninety (90) 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-2023-13 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 and Country of Canada at the date of vehicle 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 indicating "yes" or "no" in the 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 indicate "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**

| SPECIFICATION DESCRIPTION   | ✓ Yes<br>x No | SPECIFY   |
|---|---------------|---|
| <b>GENERAL</b>  |               |   |
| Specify the Year, Make and Model and Delivery Date for the unit being tendered.   |               | Year:<br>Make:<br>Model:<br>Delivery Date:            |
| The equipment shall meet or surpass the mandatory requirements of the “Canadian Motor Equipment Safety Regulation”.   |               |   |
| Backhoe shall have a minimum digging depth of 17’11”(5442 mm) with extendible stick.  |               |   |
| Loader Bucket Dump Reach at Maximum Angle to be minimum 2’8”.   |               |   |
| <b>ENGINE</b>   |               |   |
| Specify the engine make, model and displacement.  |               | Engine Make:<br>Engine Model:<br>Engine Displacement: |
| Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements.   |               |   |
| Engine net peak power @ 1800 rpm shall be at least 105 HP (78kW) according to SAE J1349.  |               | Engine net peak power rating:                         |
| Net peak torque at 1400 rpm shall be not less than 322 ft-lb with approximately 46% torque rise according to SAE J1349.   |               | Engine net peak torque rating and torque rise:        |
| Unit shall be equipped with a turbocharger, four cylinders, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life. |               |   |
| The engine shall have three-ring pistons made of lightweight, silicon/aluminum alloy for strength and maximum thermal conductivity.   |               |   |
| The engine shall have a high pressure, direct injection fuel system providing accurate fuel delivery.   |               |   |
| Engine shall have a fuel filtration rating of no more than 10- micron for the primary fuel filter/water separator.  |               |   |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Engine shall have a secondary fuel filter with a rating of no more than 4-microns.   |               |         |
| <b>ENGINE SPECIFICATIONS</b>   |               |         |
| Engine shall be equipped with electric fuel priming pump as standard equipment.  |               |         |
| Engine and backhoe shall be equipped with cold weather package for starting by utilizing standard glow plugs, an intake heater or equivalent means, without using ether. |               |         |
| Engine shall be equipped with a standard block heater.   |               |         |
| Engine shall be protected to a minimum -45°C with extended life antifreeze.  |               |         |
| Coolant circulation shall be provided by a heavy duty water pump.  |               |         |
| Engine shall be equipped with two maintenance-free batteries, each with minimum 800 CCA.   |               |         |
| Engine shall be equipped with a 12-volt direct-electric starting and charging system.  |               |         |
| Machine shall be equipped with a standard battery disconnect switch.   |               |         |
| Engine air filter shall have a pre-cleaner and a dust ejector.   |               |         |
| Engine shall have variable-speed, hand and foot governor controls.   |               |         |
| Engine shall have a full flow spin-on type oil filter.   |               |         |
| Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed.  |               |         |
| Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use.  |               |         |

| SPECIFICATION DESCRIPTION   | ✓ Yes<br>x No | SPECIFY |
|---|---------------|---------|
| <b>POWERTRAIN AND TRANSMISSION</b>  |               |         |
| Transmission, differentials, and hydraulics shall have separate fluid reservoirs.   |               |         |
| 4WD shall be pendulum mounted, grease-free with sealed for life kingpins, able to be engaged "on-the-go" while underload or any operating condition.  |               |         |
| 4WD shall be engaged at any time by activating a switch on front console. An operator shall be able to activate the switch while the machine is moving or stopped, also with or without a load. |               |         |
| Units shall be equipped with a transmission disconnect button on the gear shifter and loader control to allow full engine power to the loader.  |               |         |
| Transmission shall be serviced and supported by the machine manufacturer.   |               |         |
| Transmission shall have spin-on type oil filter.  |               |         |
| Shall be equipped with a rear differential lock.  |               |         |
| The automatically shifting transmission shall have a manual override switch to allow the operator full control over the gear selection.   |               |         |
| Unit shall be equipped with a torque converter temperature gauge.   |               |         |
| Unit shall have a high gear speed of no less than 40 kph.   |               |         |
| Unit shall have minimum 4 forward gears, 3 reverse gears, and a fully automatic shifting transmission.  |               |         |
| Transmission should utilize a lock up torque converter in high gear.  |               |         |
| Planetary Drive shall have four reduction (sun gears) in the front drive.   |               |         |

| SPECIFICATION DESCRIPTION   | ✓ Yes<br>x No | SPECIFY |
|---|---------------|---------|
| <b>STEERING</b>   |               |         |
| Machine shall have hydrostatic steering.  |               |         |
| Steering knob shall be included on standard steering wheel for ease of steering.  |               |         |
| Hydraulic system shall have priority feed.  |               |         |
| Adjustable tilt steering wheel provided.  |               |         |
| <b>BRAKES</b>   |               |         |
| Brake mode selector switch to allow the ability use 4 wheel brakes with 2WD mode.   |               |         |
| Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be applied and adjusted from the cab without the need for specialty tools. |               |         |
| Foot-operated brake pedals shall be able to be interlocked for roading.   |               |         |
| Service brakes shall be hydraulically boosted for low pedal efforts.  |               |         |
| Brakes shall be inboard oil-immersed, hydraulically actuated, multiple discs on final drive input drive shaft.  |               |         |
| Service brakes shall be fully self-adjusting.   |               |         |
| <b>HYDRAULIC SYSTEM</b>   |               |         |
| Machine shall have an electronically controlled variable displacement load sensing, axial piston pump for low idle lifting.   |               |         |
| Hydraulic pump shall be rated at minimum 40 gpm.  |               |         |
| Hydraulic system shall be matched to maximum hydraulic pump pressure under maximum load.  |               |         |
| Closed-center implement valves shall be standard.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Unit shall contain flow sharing valves to allow for machine.   |               |         |
| Supply hose to the pump shall be protected high within the chassis and not vulnerable to puncture.   |               |         |
| Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage.   |               |         |
| Machine shall be able to reach maximum lift capacity at any engine speed.  |               |         |
| Front optional auxiliary hydraulic circuit (3rd valve) shall be provided, capable of operating additional attachments such as broom, multipurpose bucket, snowplow blade, or other common tools. |               |         |
| Rear optional auxiliary hydraulic circuit shall be provided, capable of operating hammers, compactors, cold planers, augers, thumbs, side tilt couplers and other work tools                     |               |         |
| Pilot control valves for loader and backhoe operation.   |               |         |
| A continuous flow button for the Integrated Tool Carrier shall be available to allow the operator to set the auxiliary hydraulic flow at any flow setting needed.                                |               |         |
| A continuous flow control for the rear aux valve shall be available to allow the operator to set the auxiliary hydraulic flow at any flow setting needed.  |               |         |
| Combination auxiliary lines shall be available for both one-way or two-way flow.   |               |         |
| Hydraulic system shall have a replaceable filter that is easily accessible for service.  |               |         |
| All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps.              |               |         |



| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| The hydraulic tank capacity shall be such that there is a reserve capacity when all cylinders on the unit are extended.                      |               |         |
| Hydraulic tank shall include a sight level gauge.  |               |         |
| Hydraulic tank shall include a standard 110V plug in heater, and powered by the same receptacle as the as the engine block heater.           |               |         |
| Shall have heavy-duty hydraulic oil cooler, sufficient capacity to ensure proper cooling, in all applications requiring continuous oil flow. |               |         |
| Front hydraulic quick coupler, with dual locks, installed.   |               |         |
| Rear mechanical quick coupler installed.   |               |         |
| Front and rear hydraulic quick disconnect fittings must be connect under pressure style, with protective caps.                               |               |         |
| All exposed hydraulic quick couplers shall have dirt covers, to be supplied on both male and female ends of the loader and backhoe.          |               |         |
| All exposed hydraulic quick couplers shall have attachments for protection when not in use.  |               |         |
| <b>AXELS, WHEELS AND TIRES</b>   |               |         |
| Front axle shall be pendulum mounted, permanently sealed and lubricated.   |               |         |
| Rear axle shall have differential lock with "on-the-go" engagement.  |               |         |
| Machine shall be 4WD.  |               |         |
| 4WD front axle shall have a minimum static load rating of 50,000 lbs.  |               |         |
| Rear axle shall have a minimum static load rating of 50,000lb.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| The final drives shall be heavy-duty outboard planetary type, distributing loads over three gears sealed in separate oil compartments for long-life and minimum service.                         |               |         |
| Heavy-duty rear axle shall be semi-floating with self-adjusting in board brakes.   |               |         |
| Front axles shall have sealed king pin and center pendulum bearings.   |               |         |
| Driveshaft universal joints shall be maintenance free.   |               |         |
| 4WD Tires shall be no less than 340/80-18 12PR (front) and 500/70-24 12PR (rear) with radial tires.  |               |         |
| OEM front fenders  |               |         |
| Auto Ride-Control shall be included to smooth the ride under all operating conditions. Township operations requires equipment to travel under power frequently to locations within the township. |               |         |
| <b>LOADER AND BUCKET</b>   |               |         |
| Loader bucket shall be approximately 1.3 cubic yard capacity, general purpose bucket.  |               |         |
| Loader to be equipped with quick attach from within the cab for switching attachments (bucket, forks, broom etc.)  |               |         |
| Forks with loading rating to match tractor lift capacity.  |               |         |
| Loader shall incorporate a bumper system to protect front machine and engine components.   |               |         |
| Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress.                                 |               |         |
| Twin tool carrier cylinders mounted, with standard extra plumbing and parallel lift.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge. |               |         |
| Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater.   |               |         |
| Loader bucket shall have at least a 2-piece bolt-on cutting edge for serviceability.   |               |         |
| Loader bucket shall be self-levelling for truck loading spoil and equipped with a bucket tilt indicator.   |               |         |
| Minimum dump Height at Maximum Angle 8'9".   |               |         |
| Counter weight included approximately 1000 lbs.  |               |         |
| <b>BACKHOE</b>   |               |         |
| Backhoe bucket to have tilt function with quick disconnect from within the tractor cab.  |               |         |
| 1 48" wide heavy duty design ditching bucket.  |               |         |
| 1 Standard tooth bucket.   |               |         |
| Backhoe shall be center-pivot type complete with hydraulic stabilizers.  |               |         |
| Per SAE standards, rated bucket digging force shall be approximately 14,000 lb with an extendible stick.   |               |         |
| Backhoe shall have a minimum cushioned swing arc of 180 degrees.   |               |         |
| Per SAE J31, backhoe stick lifting ability at 8 ft shall be no less than 5,000 lb with a fully retracted extendible stick.   |               |         |
| Backhoe shall be equipped with hydraulic thumb with in cab controls.   |               |         |
| Backhoe shall be equipped with electric over hydraulic diverter valve from thumb to tilt bucket.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.  |               |         |
| Boom cylinder shall be exterior mounted for serviceability.  |               |         |
| Stick cylinder shall be exterior mounted for serviceability.   |               |         |
| Boom guard protection plate to be installed.   |               |         |
| Boom and stick shall be weld repairable.   |               |         |
| Backhoe shall be equipped with a swing transport lock.   |               |         |
| Backhoe shall be equipped with a boom lock that can be controlled from the seat.   |               |         |
| Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station.    |               |         |
| Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns. |               |         |
| Auxiliary controls shall be controlled by an electro-hydraulic thumb roller.   |               |         |
| Auto-up stabilizer controls shall be available.  |               |         |
| Stabilizer guards shall be available to protect stabilizer cylinders from damage.  |               |         |
| Backhoe shall have stabilizer lock valves as standard equipment.   |               |         |
| Flip over stabilizer pads shall have a dirt grouser.   |               |         |
| Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.  |               |         |
| <b>SERVICEABILITY</b>  |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down. |               |         |
| The batteries shall be easily accessible by removing a panel, or within a toolbox, etc.  |               |         |
| Unit shall come standard with machine jump posts.  |               |         |
| The swing frame shall have replaceable bushings installed in the pin joints for the boom, swing cylinder rod ends and swing post.  |               |         |
| Swing cast shall utilize serrated pins and dimpled bearings for grease rotation.   |               |         |
| The hydraulic tank shall have an accessible drain through a petcock and drain hose, without need for hand tools.   |               |         |
| The rear axle shall have a means to inspect brake pad wear through a check port or equivalent.   |               |         |
| The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be downloaded and electronic parameters to be adjusted.   |               |         |
| Machine fault codes shall be accessible from LCD screen.   |               |         |
| The unit shall be provided with a master electrical disconnect switch.   |               |         |
| <b>OPERATOR'S STATION</b>  |               |         |
| Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console.  |               |         |
| Machine shall come standard with horn and audible back-up alarm.   |               |         |
| The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Engine RPM shall also be controlled by electronic rotary dial.   |               |         |
| LCD Home Screen shall display the gear, total machine hours, rpm, battery voltage, and torque converter oil temperature. LCD screen should also show totals menu, service menu, and settings menu.   |               |         |
| Unit shall have a lighted instrument panel located on the right-side of the cab so that it is visible from both loader and hitch operating positions. Indicator lights to include, fuel water separator, engine warning, action light, remote throttle active, AESC (Automatic Engine Speed Control), economy mode, forced regeneration, DEF level gauge, low battery/charging system warning, engine oil temperature, torque converter oil temperature and wait to start. |               |         |
| Machine shall include fully enclosed cab for operator.   |               |         |
| Inside cab mounted mirrors required: convex rear view from driving position, convex front view from backhoe position.  |               |         |
| Outside cab mounted mirrors required: left and right side view heated convex mirrors facing rearward from driving position.  |               |         |
| Inside cab, fold down sun visor for front driving position.  |               |         |
| Shall include standard AM/FM/Bluetooth radio and speakers.   |               |         |
| Cab shall include 4 front and 4 rear LED working lights.   |               |         |
| Backhoe stick to have 2 adjustable LED work lights.  |               |         |
| Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.   |               |         |
| Cab roof shall have 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)  |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Any aftermarket lights are to be wired direct to the machine utilizing fuses or circuit breakers and are to be easily accessible. Beacon lights connected by means of power point or temporary connectors are not permitted.                         |               |         |
| Cargo net liner shall be available for additional storage inside the cab where available.  |               |         |
| Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism. |               |         |
| The seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods.   |               |         |
| Cab shall have air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculating cab air with HVAC recirculation selector   |               |         |
| Cab shall have an adjustable heat settings   |               |         |
| Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine.  |               |         |
| Operator's compartment shall feature laminated safety glass or equivalent where available.   |               |         |
| All removable glass panels shall be flat glass or equivalent for easy and low cost service.  |               |         |
| All rear window sections shall open upwards and store overhead with outside portion facing upwards to keep water droplets and dirt from falling on operator.   |               |         |
| Front and rear windshield wipers/washers shall be standard.  |               |         |
| Cab shall have a front window visor that extends entire width of window.   |               |         |

| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Operator station shall include minimum one drink holder.   |               |         |
| Storage/toolbox mounted externally to be provided.   |               |         |
| <b>OTHER REQUIREMENTS</b>  |               |         |
| Any aftermarket wiring or connections must be identified and a schematic provided if required.   |               |         |
| Vendor must have on-call service technician available to respond for warranty or other equipment issues in a timely matter. Provide details on vendor supplied document.   |               |         |
| A complete parts and service manual (including wiring diagrams) covering all aspects of the delivered equipment provided in either CD or online download or in hard copy format shall be provided at time of delivery.                                       |               |         |
| Comprehensive introductory training session on the unit at the time of delivery by a factory technical representative covering service, maintenance and operation. Successful bidder to make arrangements for the sessions with the Township representative. |               |         |
| <b>WARRANTY</b>  |               |         |
| Bumper to bumper warranty provided by OEM for minimum 12 months / unlimited hours.   |               |         |
| An option for extended warranty shall be provided as per the provisional warranty tender item(s).  |               |         |
| Provide all warranty documents/parchments on delivery of the unit(s), including a quick reference sheet for all included coverage plans.   |               |         |
| Standard and Optional Extended Warranty shall be effective from the date the Owner receives delivery of the unit to the location specified in the Special Provisions.  |               |         |



| SPECIFICATION DESCRIPTION  | ✓ Yes<br>x No | SPECIFY |
|--|---------------|---------|
| Warranty shall be FOB the Township Glen Orchard Garage for the standard and optional extended warranty and include all parts, labour and travel    |               |         |
| The Contractor shall pay for any inspection and/or adjustment that may be necessary in accordance with the standard and optional extended warranty |               |         |

**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 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**

| <p align="center"><b>CONTRACT NUMBER T-2023-13</b><br/> <b>Supply and Deliver One (1) New Four Wheel Drive Backhoe Loader with Extendable Backhoe</b></p> |            |  |       |
|---|------------|--|-------|
| Item  | Spec. Code | Item Description   | Total |
| 1   | SP-C-1     | Supply and Deliver One (1) New Four Wheel Drive Backhoe Loader with Extendable Backhoe including Buckets and Forks |       |
| Less Concessions/Discounts  |            |  | -     |
| Total Tender Price<br>(Transfer Amount to FT-4.3 of the Tender)   |            |  |       |

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

| <p align="center"><b>CONTRACT NUMBER T-2023-13</b><br/> <b>Provisional Tender Items – Extended Warranty</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 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-2023-13

Described as Supply and Deliver One (1) New Four

Wheel Drive Backhoe Loader with

Extendable Backhoe

\_\_\_\_\_



# **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 four wheel drive backhoe loader with extendable backhoe and all associated equipment and attachments 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 located 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 unit is as follows:~~

~~Township Unit Number:~~

~~Year:~~

~~Manufacturer and Model:~~

~~Description: Product Identification Number:~~

~~Approximate Hours:~~

~~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 Tim Sopkowe, Public Works Technician at 705-765-3156 ext. 251 or via email at [tsopkowe@muskokalakes.ca](mailto:tsopkowe@muskokalakes.ca).~~

### **3.0 DELIVERY**

3.1 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 Steve Mead, Fleet Foreman at 705-765-3901 or via email at [smead@muskokalakes.ca](mailto:smead@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).

3.2 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.

### **4.0 CONCESSIONS AND DISCOUNTS**

4.1 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 and all concessions shall be stated on the *FT 5.2 Schedule of Prices – Summary* in the Form of Tender.

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

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

5.2 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.

5.3 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.

## **6.0 INDEMNIFICATION**

6.1 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.

## **7.0 PAYMENT**

7.1 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.

7.2 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.

7.3 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.

7.4 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.