



Township of Muskoka Lakes

Request for Tender

T-2023-15

**Supply and Deliver Three (3)
New Half Ton Pickup Trucks**

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-2023-15

Described as Supply and Deliver

Three (3) New Half Ton Pickup Trucks

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

Tenders shall be received until: 2:00 p.m. Wednesday, April 26, 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. 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) 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 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 – Vehicle Information contained in the Form of Tender.

13.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for

the Work, it is anticipated that contract award will be complete within 30 calendar days after the opening of tenders by the Owner. Upon notice of award, the successful Tenderer will be required to complete submissions to the Owner as per TC-14.1. Upon receipt of all required submissions from the successful Tenderer, the Owner will return an executed Form of Agreement and a Purchase Order to the Tenderer within 10 Business Days.

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

TC-14 Successful Tenderer - Submission of Documentation

- 14.1 The successful Tenderer shall submit the documentation required by Sections ~~TC-11~~ and TC-12 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.
- 14.2 If the successful Tenderer fails to comply with Section TC-14.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

TC-15 Successful Tenderer - Commencement of the Work

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

TC-16 Successful Tenderer - Vendor Performance Management Notice

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

TOWNSHIP OF MUSKOKA LAKES

PART III - FORM OF TENDER

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER

TELEPHONE NUMBER

FAX NUMBER

E-MAIL

after this called the “Tenderer”.

FT-1 Contract Documents

1.1 The Contract Documents for Contract Number T-2023-15 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.

ET-2.5 SCHEDULE OF SPECIFICATIONS

Item 1 - Supply and Deliver Three (3) New ½ Ton Pickup Trucks				
1.	VEHICLE INFORMATION			
	Specify year, make, model and estimated date of delivery of the vehicle(s) being tendered. Must be a new vehicle(s) 2023 model year or newer	YEAR: _____	MAKE: _____	MODEL: _____
		DELIVERY DATE: _____		
2.	COMMERCIAL MOTOR VEHICLE SAFETY ACT COMPLIANCE:			
	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	
3.	MINIMUM VEHICLE SPECIFICATIONS:			
	Class 2a (1/2 ton) truck with G.V.W.R. 6001 lbs minimum.	YES	NO	SPECIFY GVWR:
	Four wheel drive with dash control to engage/disengage 4x4	YES	NO	SPECIFY:
	Regular cab	YES	NO	SPECIFY:
	V-8 gasoline engine (minimum 300HP)	YES	NO	SPECIFY:
	Automatic transmission with overdrive	YES	NO	SPECIFY:
	Positraction /anti slip control	YES	NO	SPECIFY:
	Four (4) all-season tires on factory rims and sensors. Size: 265/70/17	YES	NO	SPECIFY:
	Four additional factory steel rims and sensors, to match specified tire size	YES	NO	SPECIFY:
	One full-sized spare tire on rim to match specified tire size, comes with with jack and wheel wrench	YES	NO	

	Rubber/vinyl floor covering	YES	NO	SPECIFY:
	Air conditioning and heating system with front and rear window defrosters	YES	NO	SPECIFY:
	Class IV tow package complete with standard Class IV receiver with 7-pin round blade connector and 4 pin flat Connector	YES	NO	SPECIFY:
	Factory AM/FM radio	YES	NO	SPECIFY:
	Two (2) sets of common keys	YES	NO	SPECIFY:
	Spray-on protection on cargo bed	YES	NO	SPECIFY:
	Exterior Colour – O.E.M. School Bus Yellow or approved equivalent	YES	NO	SPECIFY:
	Interior Colour – Grey or approved Equivalent	YES	NO	SPECIFY:
	Standard manufacturer’s warranty	YES	NO	SPECIFY:
	Dealer markings or transfer shall not be Applied	YES		SPECIFY:
	Vehicle shall come with a valid license plate and ownership in the Township’s name and validation sticker to the end of the current calendar year. Licensing and registration fees shall be billed separately and shall not be included in the tender cost. These fees shall be the standard rates charged by the Ontario Ministry of Transportation and shall not be subject to markup, administrative fee or any other additional costs.	YES	NO	SPECIFY:
	Owner/Operator’s manual (paper or electronic)	YES	NO	SPECIFY:
	Complete parts and service manual (including wiring diagrams) covering all aspects of the delivered equipment provided in one of the following formats: 1) CD or online download 2) Hard copy	YES	NO	SPECIFY:

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

CONTRACT NUMBER T-2023-15			
Supply and Deliver Three (3) New Half Ton Pickup Trucks			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver Three (3) New ½ Ton Pickup Trucks	
		Less Total of all 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, OMVIC and OTS fees, fuel charges, insurance, and all other charges of every kind attributable to the work
- 4.5 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement OSS-00634452. Any bids shall include such discounts when available.
- ~~4.6 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) are 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-2023-15

Described as Supply and Deliver

Three (3) New Half Ton Pickup Trucks

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*
Director of Public Works
The Township of Muskoka Lakes

Signature *Date*
Contractor
(Second Signature if required by TC-1)

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 three (3) new half ton pickup trucks 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 vehicles are as follows: No Trade-in

~~Trade-in Unit~~

~~Township Vehicle Number:-~~

~~Year:-~~

~~Manufacturer and Model:-~~

~~Description:-~~

~~VIN:-~~

~~Approximate Mileage:-~~

- 2.2 ~~The trade in vehicle(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 vehicle(s) 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 vehicle until such time that it is traded in and the stated mileage and hours will be subject to change.~~

2.5 ~~The trade-in vehicle(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 vehicle(s) if the Township opts to exercise this option.~~

2.6 ~~The trade-in vehicle(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.~~

3.0 PAINT COLOUR

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

4.0 DELIVERY

4.1 Delivery shall be to the Muskoka Lakes Glen Orchard garage located at 3951 Muskoka District Road 169, Port Carling, ON. A minimum of 48 hours' notice shall be provided to Steve Mead, Fleet Foreman at 705-765-3901 or via email at 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).

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 - 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. 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.