



Township of Muskoka Lakes

Request for Tender

T-2023-32

Supply and Deliver

Two (2) Marine Firefighting Pumps

TOWNSHIP OF MUSKOKA LAKES

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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-2023-32

Described as: Two (2) Marine Firefighting Pumps

Tenders shall be addressed and delivered to: Fire Chief – Ryan Murrell
TENDER #T-2023-32
Muskoka Lakes Fire Department
P.O. Box 129
1 Bailey Street
Port Carling, ON
P0B 1J0
EMAIL : rmurrell@muskokalakes.ca

Tenders shall be received until: Wednesday May 3, 2023 at 2:00 pm local time

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. 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 a 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 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.

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 deliver the product by December 1, 2023.
- 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, order the items, or ship the products until it has received authority to proceed 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

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-2023-32** 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.

2.3 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

Two (2) Marine Firefighting Pumps				
1.	EQUIPMENT INFORMATION			
	Specify year, make, model and estimated date of delivery of the equipment being tendered.	YEAR: _____	MAKE: _____	MODEL: _____
		DELIVERY DATE: _____		
2.	COMPLIANCE:			
	Engine on this portable pump shall be at a minimum 37 horsepower	YES	NO	
	4 cycle, air cooled gas engine	YES	NO	
	Electric Start, Electronic Fuel Injection	YES	NO	
	Two (2) Outlets 65 mm CSA male thread	YES	NO	
	One (1) Inlet 100 mm NH thread	YES	NO	
	No heavier than 155 kg	YES	NO	
	22 Liter detachable fuel tank	YES	NO	
	Minimum Pump Performance 380 GPM at 50 psi 225 GPM at 100 psi 120 GPM at 150 psi	YES	NO	

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-2023-32 Supply and Deliver Two (2) Marine Firefighting Pumps			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver Two (2) Marine Firefighting Pumps	
		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 Port Carling Fire Station, 1 Lee Valley Drive Port Carling ON P0B 1J0**. 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-2023-32

Described as: Supply and Deliver Two (2) Marine Firefighting Pumps

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*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Witness
(Only if required)

Signature *Date*

Mayor
The Township of Muskoka Lakes

Signature *Date*

Clerk
The Township of Muskoka Lakes

SECTION C

SPECIAL PROVISIONS

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS

No. SP-C-1

1.0 SCOPE

1.1 In this contract, *Owner, Township or Township of Muskoka Lakes* can be used interchangeably and means *The Corporation of the Township of Muskoka Lakes*.

1.2 This tender is for the supply and delivery of **Two (2) Marine Firefighting Pumps as specified.**

1.3 The Contractor shall be a factory authorized dealer of the equipment.

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 There is no trade in equipment for this tender.

3.0 PAINT COLOUR

3.1 Paint colour is not a requirement in the specifications.

4.0 DELIVERY

4.1 Delivery shall be to the **Muskoka Lakes Fire Department Station # 6 Port Carling at 1 Lee Valley Drive, Port Carling, ON, P0B 1J0.** A minimum of 48 hours' notice shall be provided to **Ryan Murrell, Fire Chief by phone at 705 646 5282 or via email at rmurrell@muskokalakes.ca** . Delivery shall occur Monday to Thursday 9:00 am to 4:00 pm local time 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, 2023.**

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