



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2023-53**

**Supply, Deliver and Install One (1) New  
Articulating Boom and Mulcher Head  
Attachment on Township Grader**

# **TOWNSHIP OF MUSKOKA LAKES**

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**SECTION A**

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# 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-2023-53

Described as: Supply, Deliver and Install One (1) New

Articulating Boom and Mulcher Head

Attachment on Township Grader

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, Sept 27<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 three (3) 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 Time is of the essence for this contract. The successful Tenderer shall complete the work within the number of days 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-2023-53 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 These specifications list only the major details of the unit. Therefore, it is the supplier's responsibility to deliver a fully equipped unit, with compatible components, to provide dependable and efficient service. Where minimums are given, the unit must meet or exceed the capacity, size, or performance specified. All components outlined in this document, must be supplied and installed to the satisfaction of Township of Muskoka Lakes staff, and verified via the inspection process. Good engineering practices must be practiced in all aspects of the project.
- 2.4 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. Only currently advertised and factory approved attachment features are acceptable.
- 2.5 Only "new" products, components and build materials must be accepted throughout the tender specifications. Used, re-built or nearly-new products, components and build materials are not acceptable.
- 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**

The purpose of this tender call is for the supply, delivery, and installation of one (1) articulating boom with one (1) hydraulically driven mulching head attachment on the Township supplied motor grader.

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
<b>GENERAL</b>		
Specify the number of days required to have all attachments ready for installation on the Township grader upon award of the contract.		Number of Days:
Specify the number of days required to complete installation work on the Township grader including float moves to and from the Township Yard to the Contractor shop.		Number of Days:
<b>MULCHING HEAD</b>		
The mulching head bid must be a Forax HD72 Heavy Duty Mulcher or approved equivalent.  Specify Year, Make and Model		Year:  Make:  Model:
The cutting width shall be minimum of 72".		Specify:
The mulching head shall be hydraulically driven with 25-30 GPM		Specify:
The mulching head shall be suitable for vegetation up to 8" in diameter		
The mulching head shall have an operating weight of +/- 900 lbs		Specify:
The mulching head shall have 44 rotatable cutters		Specify:
The mulching head must come with lugging to match coupler on the supplied articulating boom.		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
<b>ARTICULATING BOOM</b>		
The articulating boom must be manufactured by the same manufacturer as the mulching head attachment. Specify Year, Make and Model		Year: Make: Model:
The boom reach must be a minimum of 22 ft.		Specify:
The articulating boom must be comprised of at least two sections		
The articulating boom must be specifically designed and engineered to operate with the supplied mulcher head.		
The articulating boom must be fitted with “quick connection” fittings for attachment to the supplied mulching head attachment.		
The articulating boom must be removable from the Township grader with “quick connection” fittings for the hydraulics.		
<b>OTHER REQUIREMENTS</b>		
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.		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
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>		
Warranty provided by OEM for minimum 12 months / unlimited hours.		
Warranty shall be effective from the date the Owner receives delivery of the unit to the location specified in the Special Provisions.		
Warranty shall be FOB the Township Glen Orchard Garage include all parts, labour and travel		
The Contractor shall pay for any inspection and/or adjustment that may be necessary in accordance with the 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**

<b>CONTRACT NUMBER T-2023-53</b> <b>Supply, Deliver and Install One (1) New Articulating Boom with Mulcher Head Attachment on Township Grader</b>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver One (1) New Articulating Boom	
2	SP-C-1	Supply and Deliver One (1) New Mulcher Head	
3	SP-C-1	Installation of the attachments	
4	SP-C-1	Float moves for Township grader	
Less Concessions/Discounts			-
<b>Total Tender Price</b> (Transfer Amount to FT-4.3 of the Tender)			

- 5.4 All prices to be shown excluding HST.
- 5.5 The Township reserves the right to purchase any items as a standalone item at the tendered price and to delete or omit items without a change to the tendered price for the other items.
- 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



# **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:

**EA-1** The Contractor shall perform the following work:

Contract Number T-2023-53

Described as Supply, Deliver and Install One (1) New

Articulating Boom with Mulcher Head

Attachment on Township Grader

**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 and installation of one (1) new articulating boom with one (1) new hydraulically driven mulching head attachment for mounting on a Township motor grader. All associated equipment and attachments shall be 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 Canada.
- 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 INSTALLATION OF ATTACHMENTS

- 2.1 The attachments shall be mounted to one customer supplied motor grader. The Township's motor grader is a John Deere 770GP Motor Grader.
- 2.2 The Township motor grader will be available for viewing Monday to Thursday 7:30 am to 4:30 pm and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday). For questions regarding the Township grader 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).
- 2.3 Item #3 "Installation of the attachments" shall include all labour, equipment, materials and any and all other costs attributable to the work with the exception of float moves.
- 2.4 Item #4 "Float moves for Township grader" shall include any and all costs to complete float moves to transport the Township grader to and from the Township's Glen Orchard Yard located at 3951 Muskoka District Road 169 in Port Carling, ON to the Contractor's shop to complete all installation work.

- 2.5 The Contractor shall schedule their work so as to require only one float move to bring the grader to their shop and one float move to return the grader back to the Township Yard.
- 2.6 The Contractor shall supply, at their sole expense, insurance coverage for the Township grader upon receipt of the grader to complete the installation work. Receipt of the grader shall be upon loading of the grader onto the float trailer at the Township Yard. This insurance shall remain in full force and effect until such time that the installation is completed and shall only terminate upon completion of the Work and the unloading of the grader off of the float trailer at the Township yard has occurred. This insurance shall provide complete replacement value for the grader and all related attachments with a zero deductible to the Township. The costs of insurance shall be included in Item #4 "Float moves for Township grader". Proof of such insurance must be provided a minimum of five (5) Business Days prior to the grader being picked up at the Township Yard.

### **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 and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday).
- 3.2 Delivery of the grader with attachments shall take no longer than the number of days 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.