



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2024-01**

**Supply and Deliver One (1) New Municipal  
Sidewalk Tractor and Associated  
Attachments**

# **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-2024-01

Described as Supply and Deliver One (1) New Municipal

Sidewalk Tractor and Associated

Attachments

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 10<sup>th</sup>, 2024**

## **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 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-2024-01 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 x No	SPECIFY
<b>GENERAL</b>		
Specify the Year, Make and Model and Delivery Date for the unit being tendered.		Year: Make: Model: Delivery Date:
Diesel powered, rubber tired, 4-wheel drive articulated and oscillating centre frame multi-purpose municipal type tractor capable of mounting a wide variety of accessory attachments.		
Tractor body shall be construction highway yellow / school bus yellow in colour with black trim		Body Colour: Trim Colour:
Tractor shall be four-wheel drive with differential lock		
Minimum weight to be 4000 lbs. with no attachments		Operating Weight: (No attachments)
Dimensions: Maximum 50-1/2" width		Maximum Machine Width: (inches)
Minimum 65 L fuel tank		Tank Size:
Axle capacity shall sufficient to carry and operate all attachments in the following configurations: Blower or plow attachment with rear mounted spreader attachment (filled to capacity), sweeper attachment with rear mounted water tank (filled to capacity).		Front Axle Rating: Rear Axle Rating:
Slow moving sign mounted on the rear of sidewalk plow and sand/salt spreader.		
Tractor shall include two full set of keys (door and ignition)		
<b>ENGINE</b>		
Specify the engine make, model and displacement.		Engine Make: Engine Model: Engine Displacement:

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
Engine must be diesel powered		
Engine must comply with U.S. EPA Tier IV Final / EU Stage 5 Emission Standards		
Minimum engine horsepower rating of 63HP		HP rating:
Fuel saver mode which can reduce fuel consumption when sidewalk plow not running at full RPM.		
Equipped with engine shutdown system for low oil pressure or high engine temperature		
Equipped with a block heater and cold starting aid controlled by the engine's EMC		
<b>OPERATOR CAB</b>		
Cab to be fully enclosed cab; bearing a label, ROPS Certified to ISO 3471 or SAE J1040-C		
Cab to be sound suppressed model with rubberized floor mat and padded interior sound absorbent lining. The decibel rating inside cab shall meet guidelines set out in the OHSA.		Decibel Rating at Max. RPM:
The doors shall have hold-open devices.		
Tinted safety glass throughout cab with sliding windows on each side		
Windshield wipers and washers for front and rear windows.		
Adjustable tilt steering column with horn, turn signals and hazard control.		
Interior rear-view mirror.		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
Left and right side cab rear view mirrors.		
Left and right side heated exterior mirrors		
Seat to be cloth covered, high back including lumbar support and armrests		
Safety switch that automatically shuts engine down or disengages the PTO and hydraulics if the operator leaves the seat.		
Three-point seat belt		
Flip up front mounted sun visor		
AM/FM Radio with Bluetooth		
Convenient in-cab controls.		
All dashboard gauges and switches to illuminate for nighttime operation and to include at minimum: charge gauge, engine oil pressure, engine oil temperature, parking brake indicator, differential lock indicator, turn signal indicator, start aid indicator, engine temperature gauge, tachometer, hour meter, fuel gauge, transmission hydraulic oil temperature		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
Cab to have variable climate control system encompassing air conditioning and heating. The system shall have adjustable venting that provides for heat/cooling at the operator's feet, windshield defrost and overhead ceiling mounted ducts. All fresh air entering the cab through the HVAC system shall be filtered via changeable air filter.		
2-1/2 lb. Class ABC fire extinguisher to be securely mounted and easily accessible in the operator's cab.		
First aid kit, securely mounted in cab of sidewalk plow.		
Machine shall come with horn operated from inside of cab		
Tractor shall have audible backup alarm and backup camera		
<b>TRANSMISSION</b>		
Foot controlled hydrostatic drive transmission with two speed ranges.		
Transmission shall have a built-in neutral safety start switch.		
High range lockout to prevent operation of attachments in high range		
<b>HYDRAULICS</b>		
Unit to be equipped with ride control		
Hydraulic fluid to be clear in colour.		
<b>POWER TAKE OFF DRIVE</b>		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
Front mounted PTO, 540 rpm minimum.		PTO RPM Minimum:
Easily accessible PTO shear pins and bolts.		
PTO and high flow hydraulics must be equipped with and automatic safety sensor switch that will not engage the PTO and the high flow hydraulics unless the operator is seated and will automatically disable the PTO/high flow hydraulics. The purpose is that no implement can function without an operator seated and in full control of the sidewalk plow.		
<b>ELECTRONIC EQUIPMENT</b>		
The unit shall be equipped with a computer controlled monitoring and diagnostic system.		
Back up warning alarm.		
12 volt power supply in cab to suit power adapter.		
Designated connection ports for Township supplied GPS/AVL unit & Two-way Radio		
<b>LIGHTING</b>		
Two front dual LED headlights with dash indicator light.		
Two front top (2) and two rear top (2) of cab work lights with in-cab switch		
Two LED back up lights		
Directional 4-way hazard lights		
Stop and tail lights		



SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
Flashing amber/blue lights on front, back and sides to be visible 360 degrees around sidewalk plow.		
High mount tail light kit to ensure that tail lights are fully visible with the water tank attached		
<b>STEERING</b>		
Articulated design with a minimum of one double acting hydraulic cylinder. It is to be a closed system with priority flow and safety reservoir and the sidewalk plow shall be steerable with an engine shutdown.		
Articulation shall be a minimum of 15 degrees right and left side of centre.		
The sidewalk plow is to be controlled by an automotive type steering wheel, tilt adjustable that includes self-cancelling signals.		
<b>BRAKING</b>		
A minimum of three (3) braking systems, hydrostatic, service and emergency/parking brake. Specify of bidding of other options.		
The hydrostatic braking system when backing off the accelerator pedal shall not permit free-wheeling at any time.		
<b>TIRES</b>		
Four (4) radial winter tires mounted on heavy duty rims Four (4) loader lug tires mounted on heavy duty rims		
<b>SERVICE AND SUPPORT</b>		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
<p>A complete parts, service and operator's manual for the sidewalk plow and all supplied attachments. Manuals shall including wiring diagrams and cover all aspects of the delivered equipment.</p>		
<p>Comprehensive introductory training session on the unit at the time of delivery by a factory technical representative focused on safety covering service, maintenance and operation. Successful bidder to make arrangements for the sessions with the Township representative.</p>		
<p>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 support in the bid documents.</p>		
<b>ATTACHMENTS</b>		
<p>Ribbon Snow Blower:</p> <ul style="list-style-type: none"> <li>• 51" wide auger snow blower.</li> <li>• Chute to be controlled hydraulically from inside operator's cab.</li> <li>• Snow blower to be driven mechanically via a shear pin protected PTO and shear pin protected auger drive.</li> <li>• LED lights (2) – mounted on top of blower with quick connection to sidewalk plow.</li> </ul> <p>Attachment to be manufactured by sidewalk plow manufacturer or approved equivalent.</p>		
<p>Five position Folding V-Plow</p> <ul style="list-style-type: none"> <li>• Plow must have centre hinge and be hydraulically controlled to be able to articulate to left, right, straight, V and scoop plow positions</li> <li>• Plow width to be as per following widths for each plow position: 50" left and right, 57" straight, 53" V plow and 47" scoop plow</li> <li>• Plow shall angle 30 degrees left and right.</li> <li>• Plow must have trip mechanism.</li> <li>• Attachment to be manufactured by sidewalk plow manufacturer or approved equivalent.</li> </ul>		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
<p>Rear mounted hydraulically driven sand/salt spreader:</p> <ul style="list-style-type: none"> <li>• Unit to be pin mounted to rear of sidewalk plow requiring no tools for installing/removing.</li> <li>• Shall be hydraulically driven with engagement from within the cab.</li> <li>• Spreader shall be controlled by an adjustment lever.</li> <li>• Hopper capacity shall be not less than 1/3 cubic yard.</li> <li>• Colour coded hydraulic quick couplers.</li> <li>• Unit to be equipped with triple agitator or most available material agitation</li> <li>• Attachment to be manufactured by sidewalk plow manufacturer or approved equivalent.</li> </ul>		
<p>Power Angle Sweeper with Spray Bar Kit</p> <ul style="list-style-type: none"> <li>• Shall be hydraulically driven with engagement from within the cab.</li> <li>• 60" width broom with ability to angle left or right via hydraulic controls for 48-50" sweeping pattern</li> <li>• Hopper capacity shall be not less than 1/3 cubic yard.</li> <li>• Colour coded hydraulic quick couplers.</li> <li>• Spray bar kit shall be mounted to the top hood of the sweeper attachment and include all plumbing connections required for rear mounted water tank</li> <li>• Attachment to be manufactured by sidewalk plow manufacturer or approved equivalent.</li> </ul>		
<p>Rear mount Water Tank and Pump Kit</p> <ul style="list-style-type: none"> <li>• Min capacity of 75 gallon tank</li> <li>• Must include all plumbing for attachment to sweeper spray bar kit</li> <li>• Must include the high mount tail light kit to ensure that tail lights are fully visible with the water tank attached</li> <li>• Attachment to be manufactured by sidewalk plow manufacturer or approved equivalent.</li> </ul>		
<b>WARRANTY</b>		
<p>Bumper to bumper warranty provided by OEM for minimum 12 months / unlimited hours.</p> <p>Manufacturer's warranty certificate and list of coverage to be supplied with the bid submission.</p>		

SPECIFICATION DESCRIPTION	✓ Yes x No	SPECIFY
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.		
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-2024-01</b>  <b>Supply and Deliver One (1) New Municipal Sidewalk Tractor and Associated Attachments</b></p>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Four Wheel Drive Municipal Sidewalk Tractor	
2	SP-C-1	51” Ribbon Snow Blower	
3	SP-C-1	Five position Folding V-Plow	
4	SP-C-1	Rear Mounted Hydraulically Driven Sand/Salt Spreader	
Less Concessions/Discounts			-
Total Tender Price (Transfer Amount to FT-4.3 of the Tender)			

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

<p align="center"><b>CONTRACT NUMBER T-2024-01</b>  <b>Provisional Tender Items – Sweeper Attachments</b></p>			
Item	Spec. Code	Item Description	Total
5	SP-C-1	60” Power Angle Sweeper with Spray Bar Kit	
6	SP-C-1	Rear-mounted Water Tank and Pump Kit	

7	SP-C-1	Manufacturers optional 24 month extended warranty	
8	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

# **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-2024-01

Described as Supply and Deliver One (1) New Municipal Sidewalk Tractor and Associated Attachments

**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 one new four-wheel drive municipal sidewalk tractor 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: 20906  
Year: 2008  
Manufacturer and Model: Trackless MT6  
Description: Trackless MT6 Sidewalk Tractor with blower, sander and five way plow  
Product Identification Number: MT6-1080  
Approximate Hours: 3,325 hours  
Approximate Mileage: 13,750 miles
- 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 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.